

U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)

1. LEASE NUMBER
GS-11P-LDC00323

PART I - OFFER (Offeror completes Section A, C and D; Government shall complete Section B)

NOTE: All offers are subject to the terms and conditions outlined in Supplemental Lease Requirements document, General Clauses (GSA Form 3517A), and any other attachments included herein.

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING (Include nine-digit ZIP Code) <div style="background-color: black; color: red; padding: 5px;">(b) (5), (b) (7)(F)</div>	2. LOCATION(S) IN BUILDING		
	2a. FLOOR(S) <div style="background-color: black; color: red; padding: 5px;">(b) (5), (b) (7)(F)</div>	2b. ROOM NUMBER(S) <div style="background-color: black; color: red; padding: 5px;">(b) (5), (b) (7)(F)</div>	2c. NUMBER OF PARKING SPACES OFFERED STRUCTURED <u>2</u> SURFACE _____ ANNUAL PARKING RATES (IF NOT INCLUDED IN RATES UNDER PART C BELOW) STRUCTURED _____/space SURFACE _____/space
	2c. SQ. FT. RENTABLE 669 _____ ABOA 669 _____ Common Area Factor <u>1.00</u>	2d. TYPE GENERAL OFFICE _____ WAREHOUSE _____ <input checked="" type="checkbox"/> OTHER (Specify) _____ <u>Apt</u>	

B. TERM

3a. To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of 13 Months ~~Years~~, 13 months ~~Years~~ Firm, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, ~~shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government~~ is effective upon execution by the Government. Rent for partial months shall be prorated.

3b. This Lease may be renewed at the option of the Government for a term of NA YEARS at the rental rate(s) set forth below, provided notice is given to the Lessor at least NA days before the end of the original Lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated. Rent shall not be adjusted for changes in real estate taxes or operating costs.

5a. AMOUNT OF ANNUAL RENT \$35,820.00	5b. RATE PER MONTH \$2,985.00		
RENTAL RATE BREAKDOWN	FIRM TERM (\$/RSF/YEAR)	NON-FIRM TERM (\$/RSF/YEAR)	RENEWAL TERM (\$/RSF/YEAR)
6. BUILDING SHELL RENT (INCL. REAL ESTATE TAXES)	6a. \$53.54	6b. Same as 6a	6c. \$ NA
7. OPERATING RENT	7a. \$NA	7b. Same as 7a	7b. Same as 7a
8. TURNKEY TENANT IMPROVEMENT RENT (See blocks 11 and 12 below for additional breakdown of cost and amortization rate)	8a. \$NA	8b. \$0.00	8c. \$0.00
9. BUILDING SPECIFIC AMORTIZED CAPITAL (IF APPLICABLE)	9a. \$NA	9b. \$0.00	9c. \$0.00
10. TOTAL RENT	10a. \$53.54	10b. \$NA	10c. \$NA
11. TENANT IMPROVEMENT COSTS NA		12. INTEREST RATE TO AMORTIZE TENANT IMPROVEMENTS NA	
13. HVAC OVERTIME RATE PER HOUR NA		14. ADJUSTMENT FOR VACANT PREMISES RATE (\$/ABOA SF/YEAR) NA	

Initials: Lessor LB Gov't PR

D. OWNER IDENTIFICATION AND CERTIFICATION

15. RECORDED OWNER

15a. Name EQR-Eye Street, LLC		15b. DUNS Number 941952335 (ERP Operating Limited Partnership)	
15c. Address 455 I Street Northwest	15d. City Washington	15e. State D.C.	15f. ZIP + 4 20001-3054

16. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS.

x I have read the RLP with attachments in its entirety and am requesting no deviations

17. OFFEROR'S INTEREST IN PROPERTY

☐ OWNER ☐ AUTHORIZED AGENT ☒ OTHER (Specify) Sole LLC Member & Taxpayer Entity

18. OFFEROR Check if same as Recorded Owner

18a. NAME (b) (5), (b) (7)(F)	18b. ADDRESS (b) (5), (b) (7)(F)	18c. CITY (b) (5), (b) (7)(F)	18d. STATE (b) (5), (b) (7)(F)	18e. ZIP + 4 (b) (5), (b) (7)(F)
18f. Title (b) (5), (b) (7)(F)	18g. E-mail address (b) (5), (b) (7)(F)	18h. Telephone Number (b) (5), (b) (7)(F)		

18i. OFFEROR'S SIGNATURE

ERP Operating Limited Partnership, an Illinois limited partnership
 By: Equity Residential, a Maryland real estate investment trust, its General Partner
 (b) (6)
 Denise Beihoffer, First Vice President – Legal

18j. DATE SIGNED

9/8/2017

PART II - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626 (2 pages), (b) Lease Rider #1 (1 page), (c) Supplemental Lease Requirements (10 pages), (d) GSA Form 3517A, General Clauses (Acquisition of Leasehold Interests in Real Property for Small Leases (4 pages), (e) GSA Form 3518 SAM (2 pages), (f) SAM Screenshot (1 page), (g) Equity Residential Term Sheet, Residential Lease, and Additional Lease Addenda (24 pages), and (h) Equity Residential Resident Handbook and Community Policies (14 pages).

This lease is 58 total pages

Monthly Rent of \$2,985.00 per month is inclusive of:

1. Apartment rent of \$2,515.00 and
2. \$470.00 for two (2) parking spaces.

Utilities and other associated operating costs will be paid separately by the occupant.

The Government accepts the premises as-is and hereby establishes the rent/lease commencement date as the date in block 3c below.

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED LEASE CONTRACTING OFFICER.

3a. NAME OF LEASE CONTRACTING OFFICER (Type or Print) ROGER PERRAULT	3b. SIGNATURE OF LEASE (b) (6)	3c. DATE SEP 27 2017
-----------------------------------------------------------------------------	-----------------------------------	-----------------------------

Initials: Lessor RP Gov't ER

RIDER #1

LEASE GS-11P-LDC00323

1. In the event of a conflict between the terms of this Rider and any other terms and conditions of this Lease, the terms of this Rider shall govern.
2. With respect to any matters involving insurance, the United States Government acknowledges that it is self-insured, and liable for the negligent and wrongful acts of its agents, employees and deputized task force officers while acting in the scope of their employment to the extent permitted by the Federal Tort Claims Act 28 U.S.C. §§ 1346 (b), 2401-2416.
3. Notwithstanding the provisions of Fed Acq Reg 42.12, in the event of a proposed sale of the property by Lessor, if for any reason the potential purchaser is not interested in assuming, or is unable to assume the Lessor's lease obligations, or is determined by the Lessee to not satisfy the Lessee's requirements for transferring the Lessor's obligations to a successor Lessor, either the Lessor or the Lessee shall have the right to terminate the Lease on 30 days written notice to the other party. In no event shall Lessee's evaluation of a potential successor Lessor impede the potential sale of the building by Lessor.
4. Notwithstanding the provisions of the Condominium Addendum (part of the ERP lease), in the event the building/premises becomes subject to Condominium Declaration and/or Condominium Bylaws, the Lessor shall promptly notify the Government and the Government shall have the right to terminate the lease upon 30 days written notice.

Initials: Lessor  Gov't 

TABLE OF CONTENTS – SUPPLEMENTAL LEASE REQUIREMENTS

SECTION 1	GENERAL TERMS, CONDITIONS, AND STANDARDS	3
1.01	DEFINITIONS AND GENERAL TERMS (SMALL) (SEP 2015)	3
1.02	PUBLIC TRANSPORTATION (SMALL) (SEP 2015) INTENTIONALLY DELETED	3
1.03	AUTHORIZED REPRESENTATIVES (OCT 2016)	3
1.04	HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (MAR 2012) INTENTIONALLY DELETED	3
1.05	WAIVER OF RESTORATION (OCT 2016)	3
1.06	NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016)	3
1.07	ASBESTOS (SMALL) (SEP 2015)	3
SECTION 2	CONSTRUCTION STANDARDS AND SHELL COMPONENTS	4
2.01	WORK PERFORMANCE (SMALL) (SEP 2015) INTENTIONALLY DELETED	4
2.02	ENVIRONMENTALLY PREFERABLE PRODUCTS REQUIREMENTS (OCT 2016) INTENTIONALLY DELETED	4
2.03	EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (SMALL) (SEP 2015) INTENTIONALLY DELETED	4
2.04	WOOD PRODUCTS (SMALL) (OCT 2016) INTENTIONALLY DELETED	4
2.05	ADHESIVES AND SEALANTS (OCT 2016) INTENTIONALLY DELETED	4
2.06	BUILDING SHELL REQUIREMENTS (SMALL) (OCT 2016) INTENTIONALLY DELETED	4
2.07	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SMALL) (SEP 2015) INTENTIONALLY DELETED	4
2.08	MEANS OF EGRESS (REVISED)	4
2.09	AUTOMATIC FIRE SPRINKLER SYSTEM (REVISED)	4
2.10	FIRE ALARM SYSTEM (REVISED)	4
2.11	ENERGY INDEPENDENCE AND SECURITY ACT (SMALL) (SEP 2015)	4
2.12	ELEVATORS (SMALL) (OCT 2016) INTENTIONALLY DELETED	4
2.13	DEMOLITION (JUN 2012) INTENTIONALLY DELETED	4
2.14	ACCESSIBILITY (FEB 2007) INTENTIONALLY DELETED	4
2.15	CEILINGS (SMALL) (SEP 2015) INTENTIONALLY DELETED	4
2.16	EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013) INTENTIONALLY DELETED	4
2.17	WINDOWS (SMALL) (SEP 2015) INTENTIONALLY DELETED	4
2.18	PARTITIONS: PERMANENT (SMALL) (SEP 2015) INTENTIONALLY DELETED	4
2.19	INSULATION: THERMAL, ACOUSTIC, AND HVAC (SMALL) (SEP 2015) INTENTIONALLY DELETED	4
2.20	PAINTING—SHELL (SMALL) (AUG 2016) INTENTIONALLY DELETED	4
2.21	FLOORS AND FLOOR LOAD (AUG 2014) INTENTIONALLY DELETED	4
2.22	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SMALL) (SEP 2015)	4
2.23	DRINKING FOUNTAINS (OCT 2016) INTENTIONALLY DELETED	5
2.24	RESTROOMS (SMALL) (SEP 2015) INTENTIONALLY DELETED	5
2.25	PLUMBING FIXTURES: WATER CONSERVATION (SMALL) (OCT 2016) INTENTIONALLY DELETED	5
2.26	HEATING, VENTILATION, AND AIR CONDITIONING—SHELL (SIMPLIFIED) (OCT 2016) INTENTIONALLY DELETED	5
2.27	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SMALL) (SEP 2015)	5
2.28	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SIMPLIFIED) (JUN 2012) INTENTIONALLY DELETED	5
2.29	LIGHTING: INTERIOR AND PARKING—SHELL (SMALL) (OCT 2016) INTENTIONALLY DELETED	5
2.30	INDOOR AIR QUALITY DURING CONSTRUCTION (SMALL) (OCT 2016) INTENTIONALLY DELETED	5
2.31	NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS—LEASE (SMALL) (SEP 2015) INTENTIONALLY DELETED	5
SECTION 3	DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES	6
3.01	SCHEDULE FOR COMPLETION OF SPACE (SIMPLIFIED) (SEP 2013) INTENTIONALLY DELETED	6
3.02	ACCESS TO THE GOVERNMENT PRIOR TO ACCEPTANCE (SIMPLIFIED) (SEP 2015)	6
3.03	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SIMPLIFIED) (SEP 2015) INTENTIONALLY DELETED	6
3.04	LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (SMALL) (SEP 2015) INTENTIONALLY DELETED	6
3.05	AS-BUILT DRAWINGS (SMALL) (SEP 2016) INTENTIONALLY DELETED	6
3.06	SEISMIC RETROFIT (SEP 2013) INTENTIONALLY DELETED	6
SECTION 4	TENANT IMPROVEMENT COMPONENTS	7
4.01	TENANT IMPROVEMENTS AND PRICING (SMALL) (SEP 2015) INTENTIONALLY DELETED	7
4.02	FINISH SELECTIONS (SMALL) (SEP 2015) INTENTIONALLY DELETED	7
4.03	WINDOW COVERINGS (SIMPLIFIED) (AUG 2011) INTENTIONALLY DELETED	7
4.04	DOORS: SUITE ENTRY (SEP 2013) INTENTIONALLY DELETED	7
4.05	DOORS: INTERIOR (SMALL) (SEP 2015) INTENTIONALLY DELETED	7
4.06	DOORS: HARDWARE (SMALL) (SEP 2016) INTENTIONALLY DELETED	7
4.07	PARTITIONS: SUBDIVIDING (SMALL) (SEP 2015) INTENTIONALLY DELETED	7
4.08	PAINTING—TI (SMALL) (SEP 2016) INTENTIONALLY DELETED	7
4.09	FLOOR COVERINGS AND PERIMETERS (SMALL) (SEP 2015) INTENTIONALLY DELETED	7
4.10	HEATING AND AIR CONDITIONING (SMALL) (SEP 2015) INTENTIONALLY DELETED	7
4.11	ELECTRICAL: DISTRIBUTION (SMALL) (SEP 2016) INTENTIONALLY DELETED	7
4.12	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012) INTENTIONALLY DELETED	7
4.13	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008) INTENTIONALLY DELETED	7
4.14	DATA DISTRIBUTION (JUN 2012) INTENTIONALLY DELETED	7

4.15	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012) INTENTIONALLY DELETED	7
4.16	LIGHTING: INTERIOR AND PARKING — TI (SMALL) (SEP 2015) INTENTIONALLY DELETED	7
SECTION 5 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM		8
5.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (REVISED)	8
5.02	UTILITIES (REVISED)	8
5.03	HEATING AND AIR CONDITIONING (REVISED)	8
5.04	OVERTIME HVAC USAGE (SMALL) (SEP 2016) INTENTIONALLY DELETED	8
5.05	JANITORIAL SERVICES (SMALL) (SEP 2015) INTENTIONALLY DELETED	8
5.06	SELECTION OF CLEANING PRODUCTS (SMALL) (SEP 2015) INTENTIONALLY DELETED	8
5.07	SELECTION OF PAPER PRODUCTS (APR 2015) INTENTIONALLY DELETED	8
5.08	MAINTENANCE OF PROVIDED FINISHES (SMALL) (SEP 2015) INTENTIONALLY DELETED	8
5.09	IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)	8
5.10	RANDOLPH SHEPPARD COMPLIANCE (SMALL) (SEP 2015) INTENTIONALLY DELETED	9
5.11	INDOOR AIR QUALITY (OCT 2016) INTENTIONALLY DELETED	9
5.12	RADON IN AIR (OCT 2016) INTENTIONALLY DELETED	9
5.13	RADON IN WATER (JUN 2012) INTENTIONALLY DELETED	9
5.14	HAZARDOUS MATERIALS (SEP 2013)	9
5.15	MOLD (SIMPLIFIED) (OCT 2016)	9
5.16	OCCUPANT EMERGENCY PLANS (SMALL) (SEP 2015) INTENTIONALLY DELETED	9
SECTION 6 ADDITIONAL TERMS AND CONDITIONS		10
6.01	SECURITY STANDARDS (SMALL) (SEP 2015) INTENTIONALLY DELETED	10
6.02	MODIFIED LEASE PARAGRAPHS (OCT 2016)	10

DB RL

SECTION 1 GENERAL TERMS, CONDITIONS, AND STANDARDS

1.01 DEFINITIONS AND GENERAL TERMS (SMALL) (SEP 2015)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $[(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}]$. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.

B. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$.

C. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space.

D. Intentionally Deleted

1.02 ~~PUBLIC TRANSPORTATION (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED

1.03 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice without an express delegation by the prior LCO.

1.04 ~~HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (MAR 2012)~~ INTENTIONALLY DELETED

1.05 WAIVER OF RESTORATION (OCT 2016)

Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith.

1.06 NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016)

Consistent with GSAM 570.115, in the event of a transfer of ownership of the leased premises or a change in the Lessor's legal name, FAR 42.12 applies.

1.07 ASBESTOS (SMALL) (SEP 2015)

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations. If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

DB RP

SECTION 2 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

- 2.01 ~~WORK PERFORMANCE (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED
- 2.02 ~~ENVIRONMENTALLY PREFERABLE PRODUCTS REQUIREMENTS (OCT 2016)~~ INTENTIONALLY DELETED
- 2.03 ~~EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED
- 2.04 ~~WOOD PRODUCTS (SMALL) (OCT 2016)~~ INTENTIONALLY DELETED
- 2.05 ~~ADHESIVES AND SEALANTS (OCT 2016)~~ INTENTIONALLY DELETED
- 2.06 ~~BUILDING SHELL REQUIREMENTS (SMALL) (OCT 2016)~~ INTENTIONALLY DELETED
- 2.07 ~~RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED
- 2.08 MEANS OF EGRESS (REVISED)

The Premises and parking garage areas shall conform to applicable requirements of all federal, state, and local codes and ordinances. When codes conflict, the more stringent standard shall apply.

2.09 AUTOMATIC FIRE SPRINKLER SYSTEM (REVISED)

The Premises and parking garage areas shall conform to applicable requirements of all federal, state, and local codes and ordinances. When codes conflict, the more stringent standard shall apply.

2.10 FIRE ALARM SYSTEM (REVISED)

The Premises and parking garage areas shall conform to applicable requirements of all federal, state, and local codes and ordinances. When codes conflict, the more stringent standard shall apply.

2.11 ENERGY INDEPENDENCE AND SECURITY ACT (SMALL) (SEP 2015)

A. The Lessor shall either earn the ENERGY STAR® Label or complete all cost effective energy efficiency and conservation improvements, agreed to by Lessor prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).

- 2.12 ~~ELEVATORS (SMALL) (OCT 2016)~~ INTENTIONALLY DELETED
- 2.13 ~~DEMOLITION (JUN 2012)~~ INTENTIONALLY DELETED
- 2.14 ~~ACCESSIBILITY (FEB 2007)~~ INTENTIONALLY DELETED
- 2.15 ~~CEILINGS (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED
- 2.16 ~~EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)~~ INTENTIONALLY DELETED
- 2.17 ~~WINDOWS (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED
- 2.18 ~~PARTITIONS: PERMANENT (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED
- 2.19 ~~INSULATION: THERMAL, ACOUSTIC, AND HVAC (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED
- 2.20 ~~PAINTING—SHELL (SMALL) (AUG 2016)~~ INTENTIONALLY DELETED
- 2.21 ~~FLOORS AND FLOOR LOAD (AUG 2011)~~ INTENTIONALLY DELETED
- 2.22 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SMALL) (SEP 2015)

A. The Lessor shall be responsible for meeting the applicable requirements of all federal, state, and local codes and ordinances. When codes conflict, the more stringent standard shall apply.

B. The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures.

C. Intentionally Deleted

- 2.23 ~~DRINKING FOUNTAINS (OCT-2016)~~ INTENTIONALLY DELETED
- 2.24 ~~RESTROOMS (SMALL) (SEP-2015)~~ INTENTIONALLY DELETED
- 2.25 ~~PLUMBING FIXTURES: WATER CONSERVATION (SMALL) (OCT-2016)~~ INTENTIONALLY DELETED
- 2.26 ~~HEATING, VENTILATION, AND AIR CONDITIONING—SHELL (SIMPLIFIED) (OCT-2016)~~ INTENTIONALLY DELETED
- 2.27 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SMALL) (SEP 2015)

A. Building telecommunication rooms must be completed, operational, and ready for use by Government's telecommunications provider. The telephone closets shall be equipped with deadlocking latch bolt and include a telephone backboard.

B. Intentionally Deleted

- 2.28 ~~TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SIMPLIFIED) (JUN-2012)~~ INTENTIONALLY DELETED
- 2.29 ~~LIGHTING: INTERIOR AND PARKING—SHELL (SMALL) (OCT-2016)~~ INTENTIONALLY DELETED
- 2.30 ~~INDOOR AIR QUALITY DURING CONSTRUCTION (SMALL) (OCT-2016)~~ INTENTIONALLY DELETED
- 2.31 ~~NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS—LEASE (SMALL) (SEP-2015)~~ INTENTIONALLY DELETED

SECTION 3 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

3.01 ~~SCHEDULE FOR COMPLETION OF SPACE (SIMPLIFIED) (SEP 2013)~~ INTENTIONALLY DELETED

3.02 ACCESS TO THE GOVERNMENT PRIOR TO ACCEPTANCE (SIMPLIFIED) (SEP 2015)

Subject to the Lessor's permission, which shall not be unreasonably withheld, the Government or its contractors shall have access to the Premises prior to acceptance of the Space to prepare the Space for occupancy. If the work to be completed by the Government is a prerequisite for the issuance of a Certificate of Occupancy, or its equivalent, the Government shall be entitled to at least 10 Working Days to complete work by its own contractors.

3.03 ~~ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SIMPLIFIED) (SEP 2015)~~ INTENTIONALLY DELETED

3.04 ~~LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED

3.05 ~~AS-BUILT DRAWINGS (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED

3.06 ~~SEISMIC RETROFIT (SEP 2013)~~ INTENTIONALLY DELETED

SECTION 4 TENANT IMPROVEMENT COMPONENTS

- 4.01 ~~TENANT IMPROVEMENTS AND PRICING (SMALL) (SEP 2015) INTENTIONALLY DELETED~~
- 4.02 ~~FINISH SELECTIONS (SMALL) (SEP 2015) INTENTIONALLY DELETED~~
- 4.03 ~~WINDOW COVERINGS (SIMPLIFIED) (AUG 2011) INTENTIONALLY DELETED~~
- 4.04 ~~DOORS: SUITE ENTRY (SEP 2013) INTENTIONALLY DELETED~~
- 4.05 ~~DOORS: INTERIOR (SMALL) (SEP 2015) INTENTIONALLY DELETED~~
- 4.06 ~~DOORS: HARDWARE (SMALL) (SEP 2015) INTENTIONALLY DELETED~~
- 4.07 ~~PARTITIONS: SUBDIVIDING (SMALL) (SEP 2015) INTENTIONALLY DELETED~~
- 4.08 ~~PAINTING — TI (SMALL) (SEP 2015) INTENTIONALLY DELETED~~
- 4.09 ~~FLOOR COVERINGS AND PERIMETERS (SMALL) (SEP 2015) INTENTIONALLY DELETED~~
- 4.10 ~~HEATING AND AIR CONDITIONING (SMALL) (SEP 2015) INTENTIONALLY DELETED~~
- 4.11 ~~ELECTRICAL: DISTRIBUTION (SMALL) (SEP 2015) INTENTIONALLY DELETED~~
- 4.12 ~~TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012) INTENTIONALLY DELETED~~
- 4.13 ~~TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008) INTENTIONALLY DELETED~~
- 4.14 ~~DATA DISTRIBUTION (JUN 2012) INTENTIONALLY DELETED~~
- 4.15 ~~ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012) INTENTIONALLY DELETED~~
- 4.16 ~~LIGHTING: INTERIOR AND PARKING — TI (SMALL) (SEP 2015) INTENTIONALLY DELETED~~

SECTION 5 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

5.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (REVISED)

The Government shall have access to the Premises and its Appurtenant Areas at all times.

5.02 UTILITIES (REVISED)

The Government is responsible for the following utilities:

- Electricity
- Water
- Sewer
- Garbage Removal

5.03 HEATING AND AIR CONDITIONING (REVISED)

The HVAC system must remain in good repair and working conditions throughout the Government's tenancy.

5.04 ~~OVERTIME HVAC USAGE (SMALL) (SEP 2016)~~ INTENTIONALLY DELETED

5.05 ~~JANITORIAL SERVICES (SMALL) (SEP 2016)~~ INTENTIONALLY DELETED

5.06 ~~SELECTION OF CLEANING PRODUCTS (SMALL) (SEP 2016)~~ INTENTIONALLY DELETED

5.07 ~~SELECTION OF PAPER PRODUCTS (APR 2016)~~ INTENTIONALLY DELETED

5.08 ~~MAINTENANCE OF PROVIDED FINISHES (SMALL) (SEP 2016)~~ INTENTIONALLY DELETED

5.09 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M-11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to

this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as when no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

5.10 ~~RANDOLPH SHEPPARD COMPLIANCE (SMALL) (SEP 2016)~~ INTENTIONALLY DELETED

5.11 ~~INDOOR AIR QUALITY (OCT 2016)~~ INTENTIONALLY DELETED

5.12 ~~RADON IN AIR (OCT 2016)~~ INTENTIONALLY DELETED

5.13 ~~RADON IN WATER (JUN 2012)~~ INTENTIONALLY DELETED

5.14 ~~HAZARDOUS MATERIALS (SEP 2013)~~

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

5.15 ~~MOLD (SIMPLIFIED) (OCT 2016)~~

A. Actionable mold is airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building.

B. The Lessor shall provide Space to the Government that is free from actionable mold and free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.

5.16 ~~OCCUPANT EMERGENCY PLANS (SMALL) (SEP 2016)~~ INTENTIONALLY DELETED

SECTION 6 ADDITIONAL TERMS AND CONDITIONS

6.01 ~~SECURITY STANDARDS (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED

6.02 MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

2.08 Means of Egress (Revised)

2.09 Automatic Fire Sprinkler System (Revised)

2.10 Fire Alarm System (Revised)

5.01 Provision of Services, Access, and Normal Hours (Revised)

5.02 Utilities (Revised)

5.03 Heating and Air Conditioning (Revised)

GENERAL CLAUSES

(Acquisition of Leasehold Interests in Real Property for Small Leases)

1. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (APR 2015)

The Lessor shall maintain the Property, including the Building, Building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.

3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.

4. DEFAULT BY LESSOR (APR 2012)

A. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

- (1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.
- (2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.
- (3) Grounds for Termination. The Government may terminate the Lease if:

INITIALS:  & 
LESSOR GOVERNMENT

- (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
- (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

- (4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

- (i) Circumstances within the Lessor's control;
- (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
- (iii) The condition of the Property;
- (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
- (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

- (5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

5. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

6. CHANGES (SIMPLIFIED) (SEP 2011)

- A. The LCO may at any time, by written order, direct changes to the TIs within the Space, Building Security Requirements, or the services required under the Lease.
- B. If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:
 - 1. An adjustment of the delivery date;
 - 2. An equitable adjustment in the rental rate; or
 - 3. A lump sum equitable adjustment.
- C. The Lessor shall assert its right to an amendment under this clause within **30 days** from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to

INITIALS:

LESSOR

&

GOVERNMENT

agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.

- D Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly delegated in writing the authority to direct changes, the Government shall not be liable to Lessor under this clause.

7.COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all Buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this Lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

8.52.2522 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found at [http:// www.acquisition.gov](http://www.acquisition.gov).

9.The following clauses are incorporated by reference:

FAR 52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
FAR 52.204-10,	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015) (Applicable if over \$30,000 total contract value.)
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
FAR 52.2096	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015) (Applicable to leases over \$35,000 total contract value.)
FAR 52.21510	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over \$750,000.)
FAR 52.21512	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010) (Applicable when the clause at FAR 52.21510 is applicable.)
FAR 52.2199	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE III (OCT 2015) (Applicable to Leases over \$700,000 total contract value.)
FAR 52.21916	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999) (Applicable to leases over \$700,000 total contract value.)
FAR 52.219-28	POST-AWARD SMALL BUSINESS REREPRESENTATION (JUL 2013) (Applicable to leases exceeding the micro-purchase threshold)

INITIALS:

LESSOR

&

GOVERNMENT

FAR 52.22221	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.22226	EQUAL OPPORTUNITY (APR 2015)
FAR 52.22235	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (Applicable to leases \$150,000 or more, total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.22236	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) (Applicable to leases over \$15,000 total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.22237	EMPLOYMENT REPORTS ON VETERANS (FEB 2016) (Applicable to leases \$150,000 or more, total contract value.)
FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over the micro-purchase threshold.)
FAR 52.23233	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
FAR 52.2331	DISPUTES (MAY 2014)
GSAR 552.215-70	EXAMINATION OF RECORDS BY GSA (FEB 1996)
GSAR 552.219-73	GOALS FOR SUBCONTRACTING PLAN (JUN 2005) Alternate I (SEP 1999) (Applicable to leases over \$700,000 total contract value.)
GSAR 552.27012	ALTERATIONS (SEP 1999)
GSAR 552.270-16	ADJUSTMENT FOR VACANT PREMISES (JUN 2011)
GSAR 552.270 20	PAYMENT (SEP 1999)
GSAR 552.27025	SUBSTITUTION OF TENANT AGENCY (SEP 1999)
GSAR 552.270-28	MUTUALITY OF OBLIGATION (SEP 1999)
GSAR 552.27031	PROMPT PAYMENT (JUN 2011)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 30900163.

INITIALS:  & 
LESSOR GOVERNMENT

ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (Acquisitions of Leasehold Interests in Real Property)	Request for Lease Proposals Number GS-11P-LDC00323	Dated
------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------	--------------

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

**1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS
(APR 2015)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
- (2) The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.
- ☒ Registration Active and Copy Attached

**2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID
DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW
(DEVIATION) (OCT 2013)**

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that—
 - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
 - (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Contractor represents that—

LESSOR:  GOVERNMENT: 

- (1) It is ☐ is not ☒ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (2) It is ☐ is not ☒ a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

3. OFFEROR'S DUNS NUMBER

(a) Enter number: 941952335

(b) An offeror may obtain a DUNS number (i) via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) (b) (5), (b) (7)(F) (b) (6) Signature	TELEPHONE NUMBER (b) (6) 9/8/2017 Date
----------------------------------------------------	-------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------

LESSOR: 

GOVERNMENT: 

(b) (5), (b) (7)(F)

Entity Overview

Entity Registration Summary

(b) (5), (b) (7)(F)

Registration Status: Active

Activation Date: 08/18/2017

Expiration Date: 08/18/2018

Exclusion Summary

Active Exclusion Records? No

Initials: Lessor



Gov't



RESIDENTIAL LEASE – TERM SHEET

Lessor:

(b) (5), (b) (7)(F)

Community: (b) (5), (b) (7)

Premises: 1-702

Address: (b) (5), (b) (7)(F)

Premises Address: (b) (5), (b) (7)(F)

(b) (5), (b) (7)(F)

Residents: (b) (5), (b) (7)(F)

Guarantor:

Occupants:

LEASE TERM

Commencement Date: 08/15/2017

See GSA Form 3626

Expiration Date: 09/03/2018

See GSA Form 3626

Renters' Insurance Required: No

~~Lease Term Expiration: You must provide us with a written notice of your intent to vacate at least 60 days prior to your move-out date. If you fail to give the required notice and move out anyway, you will be charged insufficient notice rent for the number of days your notice is short. The insufficient notice rent shall be charged at the per diem rental rate that is in effect on your move-out date.~~

Total Deposits Required: \$ 250.00**Total Monthly Rent: \$ 2985.00**

(Includes all monthly recurring charges listed below)

Charge Description	Amount	Charge Description	Amount	Charge Description	Amount
Monthly Apartment Rent	2515.00				
Monthly Reserved Parking	470.00				

Assigned Item Description

Unreserved Parking P25

Unreserved Parking P26

Concessions: Monthly Recurring Concession: \$0.00 /per month. Total Amount of One-Time/ Non-Recurring Concession: \$0.00 . Total Amount of Other Recurring Concessions: \$0.00 . The Total Monthly Rent shown above will be adjusted by these lease concession amounts. If this Lease is terminated early, you may be required to pay us a portion of your concession as set forth in the Lease Concession paragraph of the Terms and Conditions.

Total Other Fees and Charges: \$ 650.00

(Includes all charges listed below)

Charge Description	Amount	Charge Description	Amount	Charge Description	Amount
Amenity Use Fee	150.00	To be paid separately			
Non-refundable MI Fee	500.00	To be paid separately			

	Type	Breed	Weight	License/Tag
Approved Pets				

For additional information regarding our pet policy, please refer to the Resident Handbook and Community Policies.

Resident Account Number: 29284-1-702-1

Initials: Lessor DBGov't PP

LESSOR PAYS UNCHECKED UTILITIES / RESIDENT PAYS CHECKED UTILITES

- ☒ Electricity: Direct billed by the provider. You pay the provider
- ☐ Gas/Heating Oil:
- ☒ Water: Based on submeter reading. You will receive a bill from our billing vendor.
- ☒ Sewer: Based on submeter reading. You will receive a bill from our billing vendor.
- ☒ Central Boiler: Allocated based on square footage & number of occupants. You will receive a bill from our billing vendor.
- ☒ Cable: Direct billed by the provider. You pay the provider
- ☒ Garbage Removal: Allocated equally among all occupied apartments. You will receive a bill from our billing vendor.
- ☒ Internet: Direct billed by the provider. You pay the provider

Late Fees: Your rent is due on the 1st of each month. If we do not receive your rent and other recurring charges, in person before the close of business, or electronically by 11:59 pm local time*, on day 5, you will be charged a late fee as follows:

5% on the 6th

*Credit card or other payments made through our telephone service must be received by 4:59 pm central time.

Returned Item Fees: If your payment fails to clear the bank for any reason, you will be charged a returned item fee of \$ 40.00 per item.

Additional Lease Addenda
Residential Lease - Terms and Conditions Utilities Addendum Construction Addendum Requirements and Disclosures Addendum Smoke-Free Lease Addendum Rent Payment Addendum Supplemental Utilities Addendum Condominium Status Addendum Pet Animal Agreement

By signing this Term Sheet, you acknowledge that each of the Additional Lease Addenda are attached to this term Sheet and are therefore made a part of the Lease. You further acknowledge that you have read and that you agree to all of the provisions set forth in this Term Sheet and the Additional Lease Addenda.

You also acknowledge that you have received, or will receive, (separate from this Lease) a copy of the Resident Handbook and Community Policies and a copy of the Move-In/Move-Out Inspection Form. You acknowledge and agree that the provisions contained in these two documents are incorporated into this Lease and that you will abide by the policies and procedures set forth in these documents.

~~You specifically acknowledge that this Lease contains provisions extending the Lease Term if you stay beyond the Expiration Date set forth on the first page of this Term Sheet or if you fail to provide timely written notice of your intent to vacate the Premises at least 60 days prior to the Expiration Date.~~

READ THIS TERM SHEET BEFORE SIGNING

Residents (ALL Residents must sign and date):

United States Secret Service

Lessor:

(b) (5), (b) (7)(F)

By: _____ 07/31/2017
It's: Authorized Representative Date

Resident Account Number: (b) (4)

Initials: Lessor  Gov't 

RESIDENTIAL LEASE – TERMS AND CONDITIONS (District of Columbia)

These Terms and Conditions are attached to and incorporated by reference into the Residential Lease - Term Sheet signed by Resident ("you") and Lessor ("us") with respect to your rental of the Premises identified on the Term Sheet. The Term Sheet, these Terms and Conditions, the Resident Handbook and Community Policies, the Move-In/Move-Out Inspection Form, and all Lease addenda or other agreements that may be referenced on the Term Sheet or attached hereto, make up the Lease. The party executing this Lease as the Lessor is Equity Residential Management, L.L.C., which is acting as the managing agent for the owner of the Community. Each person living in the Premises that is 18 years of age or older must sign the Lease as a resident. All others living in the Premises must be designated as occupants. Each person signing the Lease is jointly and severally liable for all of the various resident obligations under the Lease. That means that every individual resident, including all co-residents, is responsible for the entire rental amount and other obligations, even if, as roommates, you have made arrangements among yourselves to allocate the rent or other payments among yourselves.

1. Lease Term/Month-to-Month Tenancy: The term of this Lease is set forth in the Lease Term section of the Term Sheet. ~~At the end of your lease term, if you do not move out or, if you do not sign a renewal lease, your Lease will automatically renew on a month-to-month basis. If you stay in the Premises on a month-to-month basis following the term of the Lease, or you stay beyond your Lease end date in order to fulfill your notice requirement, you will, effective the day after your Lease term ends, pay the month-to-month rent amount included in the renewal offer we deliver to you. Once you become a month-to-month tenant, we reserve the right to increase the month-to-month rental rate upon 30 days' notice to you.~~

2. Notice to Vacate/Early Termination:

~~a. If you plan to move out of the Premises at any time during your Lease term, including the expiration date of your Lease, you must provide us with a written notice of your intent to vacate at least 60 days prior to your move-out date. Once you are in a month-to-month status, you must give 30 days' written notice prior to your move-out date. If you submit your notice to vacate and fail to move out on or before the notice date you provide to us, then, for each day you hold over, you will be charged holdover rent equal to two times your then current per diem rental rate. If you fail to give the required notice and move out anyway, you will be charged insufficient notice rent for the number of days your notice is short. The insufficient notice rent shall be charged at the per diem rental rate that is in effect on your move-out date. If you move out without providing any notice at all, then, for the purposes of this paragraph, your move-out date will be considered to be your notice date. You acknowledge and understand that the purpose of this notice requirement is to provide us with adequate time to re-rent the Premises without interruption.~~

~~b. You have no right to terminate your Lease prior to the end of your Lease term. If you terminate your tenancy early, you will be in default under the Lease, and you will be responsible for paying early termination rent at the per diem rental rate that is in effect on your move-out date until the earlier of (i) the end of your Lease term; or (ii) the date a new resident moves into the Premises. If we offer you an early termination settlement as an alternative to paying early termination rent, you must make the election to enter into the settlement at the time you are planning to move out early and pay the early termination settlement amount before you vacate the Premises.~~

~~c. If you move out within the last 30 days of your Lease term, you will remain responsible for the balance of your rent and other charges through the expiration date of your lease.~~

~~d. In all cases where you are charged early termination rent or insufficient notice rent, if a new resident moves into the Premises during the charge period, we will issue a credit to you for the number of days that the new resident was in possession of the Premises.~~

3. Move-Out Obligations: When you move out, you must remove all of your personal belongings and leave the Premises in substantially the same clean, undamaged, and ready-to-rent condition as existed when you took occupancy of the Premises, less ordinary wear and tear. You will be charged for replacement of any damaged or missing items, as well as all costs to clean or repair any portion of the Premises, carpeting, flooring, wall coverings, paint, counters, trim, window treatments, doors, windows, or appliances which are damaged, dirty, or unsanitary, and the removal of all trash and personal property from the Premises. Cleaning and repair of damage due to smoking of any kind or any damages or stains caused by pets, are not considered ordinary wear and tear. ~~In order to avoid being charged for cleaning carpets in the Premises after you move out, you must have the carpets professionally cleaned, as documented by a receipt you provide to us. Having your carpets professionally cleaned, however, will not avoid liability for damage or permanent stains.~~ You agree to return all keys, access cards and remotes to us to confirm you have vacated the Premises. ~~If you fail to return these items, you agree that your move-out date will be the date we physically take possession of the premises.~~

4. Rent: ~~You agree to pay the amount shown in the Total Monthly Rent section of the Term Sheet and all additional rent (described below), in advance and without demand, on or before the first day of each calendar month. All fees and charges related to your residency, including, but not limited to, late charges, returned item fees, parking and storage charges, and utility bills that are payable to us or to our utilities billing vendor, are additional rent. Total Monthly Rent and additional rent are, together, referred to in this Lease as rent and all rent is subject to an enforcement action if not received in a timely manner. All rent must be paid in U.S. dollars and we reserve the right to require that payments be made in one lump sum, even if there are multiple residents listed on the Lease. We strongly encourage residents to use on-line or electronic payment methods. Unless prohibited by law, we may elect to centralize the collection sites for non-electronic payments and/or require that all payments be made electronically. If we do so, we will notify you in writing of the requirement, and, in the case of centralized collections, the address to which you should send your payments, as well as the effective date for such change. If we designate an off-site receivables location, you agree that all rent and other payments directed to that location must be received at the designated location on or before the due date. We do not accept cash, third-party personal checks, or checks without a preprinted name and address of the account holder. If you pay by personal check, you are authorizing us to scan the check and convert it into a one-time electronic debit from the bank account against which the check was written. Unless prohibited by law, we reserve the right to refuse payments by personal check, automatic debit or other form of electronic payment if, for example, you have submitted previous checks or other payments to us that have failed to clear the bank. We are not required to re-deposit a dishonored check.~~

5. Late Charges and Returned Item Fees: ~~You acknowledge that if we do not receive your rent or other lease-related charges on time, we will incur costs, the exact dollar amount of which is difficult or impracticable to determine. Such costs may include, among other things, lost use of funds, bank or other charges, costs incurred in connection with accounting for and attempting to collect late payments, collection expenses, and other administrative and accounting costs. As a result, if we do not receive your rent when it is due, we will assess late fees as described in the Late Fees section of the Term Sheet. Similarly, if any payment to us (electronic or otherwise) is returned or otherwise rejected by your financial institution for any reason, we will assess a returned item fee as described in the Returned Item Fee section of the Term Sheet, as well as all applicable late fees. The fees described in this paragraph are in addition to any other remedies we may have in the event of your default under the terms of this Lease. You agree that the late fee is a fair and reasonable estimate of actual expenses we may incur as a result of your failure to pay rent when due.~~

6. Application and Acceptance of Payments: Unless we are prohibited from doing so by law, we will apply the payments you make to us in the order of priority we determine, regardless of any notations that you make on checks, money orders or other forms of payment. We reserve the right to accept any amount less than the balance due at any given time and, if we do accept a lesser amount, such acceptance will not represent a waiver of any right we have to pursue you for the outstanding balance or possession of the Premises. If you are chronically late with your rent payments, we reserve the right to terminate this Lease.

7. Security Deposit: Upon signing this Lease, you have agreed to give us deposits as set forth in the Total Deposits section of the Term Sheet. These Total Deposits are not prepaid rent, but, rather are a good faith deposit for your fulfillment of your Lease obligations, as well as a contingency against damages to the Premises. The Total Deposits will be deposited in an interest-bearing account in a financial institution in the District of Columbia established for the sole purpose of holding such deposits. We will pay interest on the Total Deposits as required by the law of the District of Columbia. You are not entitled to apply any part of your Total Deposits against rent or other Lease obligations during the time you are occupying the Premises, nor will we use any part of the Total Deposits during your Lease Term to offset charges incurred during such timeframe. Consistent with the requirements of state law, after you move out, we will inspect the condition of the Premises, and charge, against your Total Deposits, for any damages, beyond ordinary wear and tear, excessive cleaning or trash removal charges, as well as any outstanding balances you owe us. If any balance of the Total Deposits remains after applying all such charges, we will refund it to you within 45 days from the date you vacate the Premises. If the move-out charges and/or other unpaid amounts remaining on your resident account at the time you move out exceed the amount of the Total Deposits, you agree to pay us the difference. We reserve the right to charge pre-judgment interest on any balance owing after you move out. Such interest will begin to accrue when the balance, if any, shown on the Statement of Deposit Account we issue to you is not paid within 30 days following the date set forth on the Statement of Deposit Account. The interest charged on the outstanding balance will not exceed the rate of 18% per annum or the highest rate allowed by law, whichever is less, and will be reflected on the Statement of Deposit Account that will be issued to you after you move out. We may inspect the Premises within three days (excluding Saturdays, Sundays and holidays) before or after the termination of your tenancy. If we conduct the inspection, we will notify you in writing of the time and date of the inspection at least ten days prior to the scheduled inspection. If there are multiple co-residents on this Lease, you agree that, at the time you provide notice to move out, you will (i) provide a forwarding address to us for receipt of the Statement of Deposit Account; and (ii) select one co-resident, who resides at the forwarding address, to receive the refund of any Total Deposits paid. You may also have the opportunity, upon providing an account number to us, to select to have your refund, if any, directly deposited into the bank account of the selected co-resident. If you fail to provide us with a forwarding address and co-resident designation, we will, within the timeframe required by state law, (i) make the refund check payable to all residents listed in the Lease, and (ii) mail the refund check to the address provided or, if no forwarding address is provided, we will mail the refund check to the Premises address for forwarding by the U.S. Postal Service.

8. One-time Fees: If you have paid other fees and charges as set forth in the Total Other Fees and Charges section of the Term Sheet, you acknowledge and understand that such other fees and charges are not refundable, are not considered to be a security deposit or part of the Total Deposits, and will not be applied as a credit toward any amounts owed by you at the time you move out.

9. Lease Concessions: If you received a Lease concession, you must fulfill all of your obligations under this Lease for the entire Lease term. Any concession that is designated on the Term Sheet as a one-time or upfront concession must be applied first toward your rent during the first month of the initial term and to consecutive months thereafter until the balance of the concession credit reaches zero. If this Lease is terminated early, you must repay a prorata portion of the total Lease concessions you received based on the number of days remaining in your Lease term after you move out. If the concession shown on the Term Sheet is designated as a recurring concession and the Lease is terminated early, the early termination rent that will be charged after you move-out will not include the deduction for the recurring concession.

10. Employees of Lessor: Lessor offers benefits-eligible employees the option to lease, at a discounted monthly rent, an apartment in the Community or in another community managed by Lessor. If you are an employee of Lessor or a co-resident living with an employee of Lessor and you have elected to take advantage of this optional benefit, you acknowledge and agree that the rent concession identified on the Term Sheet is provided to the employee as a benefit of employment. You also agree to pay your rent and other charges electronically each month via one of the following: (i) the one-time payment option on the resident portal; or (ii) Automatic Debit Authorization; or (iii) other electronic payment process implemented by Lessor. If you do not have a checking account, you may pay by money order or cashier's check given directly to the Community's management office. Under no circumstances are you to rent space in the Premises to occupants on a short-term basis and you are specifically prohibited from advertising and leasing the Premises through such sites as Airbnb, craigslist, Expedia, Hotels.com, or any other similar locator sites. If you breach the Lease for any reason, we may, in addition to our right to pursue remedies under the Lease for breach of Lease, terminate the rent concession and require you to pay the Total Monthly Rent set forth on the Term Sheet without the employee concession. If the employee's employment is terminated for any reason, your tenancy will terminate on the seventh day following the last day of employment. Unless we enter into a new Lease with you or consent in writing to allow you to remain in the Premises for a specified period of time, which is in our sole discretion, you agree to vacate the Premises by this date. We have no obligation to enter into a new lease with you or to allow you to remain in the Premises beyond this timeframe. If we mutually agree to continue your residency, you must sign a new lease at a rate that is compliant with then-current pricing guidelines for non-employees and you must also make all deposits customarily collected from other residents at the Community, prior to the expiration of your tenancy (seven days). If you continue to occupy the Premises beyond the seven day period or the agreed upon vacate date, whichever is applicable, without having signed a new lease and paying all deposits, you will be considered a "holdover" resident, as defined in this Lease and will be subject to the terms and conditions relating to such holding over. Unless you have signed a new lease, no holding over by you or payments of money by you to Lessor shall be construed to extend the Lease term or prevent us from recovering possession of the Premises. You understand and agree that the obligations identified in the Arbitration Policy and Agreement to submit certain types of employment-related disputes to binding arbitration, do not apply to any dispute related to your tenancy or this Lease.

11. Failure to Pay Deposits, Other Fees and Charges and First Month's Rent: If you fail to pay any deposits, other fees and charges and the first month's rent (or a prorated amount if the first month is a partial month) prior to moving in, you will be in default under the Lease and we can refuse to give you possession of the Premises until you pay such amounts.

12. Delay in Delivery of Possession: You are responsible for paying rent effective with the Commencement Date shown in the Lease Term section of the Term Sheet. If we are unable to give you possession of the Premises on the Commencement Date, we will abate the rent until we are able to do so. You agree that you will not seek reimbursement from us for any cost incurred by the delay of possession, including, but not limited to, storage or temporary lodging. Subject to applicable law, if we fail to deliver the Premises to you within 30 days from the date promised, either you or we may terminate the Lease by providing written notice to the other. Requirements for us to make repairs or clean the Premises that do not affect your ability to occupy them will not constitute a delay or entitle you to a rent abatement. If we are unable to deliver the Premises but offer you comparable accommodations at no additional cost, you will not be entitled to a rent abatement.

13. Rental Application and Resident Information Updates: You have provided certain information in your Application for Rental that we have relied on in connection with renting the Premises to you. You agree to promptly notify us if any of the information you provided changes. If any of the

Initials: Lessor  Gov't 

information you provided to us on your Application or in any subsequent updates is materially false, incomplete or misleading, or if you fail to notify us of any change or if you fail to update your information, you will be in default of your obligations under this Lease.

14. Disclosure of Information: To the extent permitted by applicable law, we may provide information about you, your co-residents, or any of your occupants to third parties such as law enforcement personnel, future landlords, mortgagees, attorneys, collection agencies, and consumer reporting agencies for law enforcement, governmental, credit, rent payment history, or other business purposes. If we provide such information to third parties at your request, we reserve the right to charge an administrative fee for doing so. If you and your co-residents have a guarantor, we may, without notifying you, provide information to the guarantor.

15. Utilities and Utility Cost Adjustments During the Lease Term: You are responsible for paying for all of the utilities identified on the Term Sheet that are checked, and any utilities that we have not specifically agreed to pay. In some cases, the utility service will be provided to you by the utility company and you will pay the utility company directly. In other cases, your utility bill may be calculated based on a submeter reading, an allocation method, or a flat fee (as more fully described in the Utilities Addendum attached to this Lease), in which case you will receive a bill for such utilities from our billing vendor and you will either pay us directly or send your payments to our billing vendor. The Utilities section of the Term Sheet identifies which utility bills are to be billed by and paid directly to the utility company and which utility bills are to be billed by our billing vendor and either paid to us directly or, in some cases, sent to our billing vendor. Amounts due for utility services that are billed by our billing vendor are considered additional rent, irrespective of whether you pay us directly or whether our billing vendor collects such amounts on our behalf. In all cases, your failure to pay the utilities in full when due shall be considered a default under the Lease. You will not allow utilities that are in your name to be disconnected for non-payment or any other reason. If you do not connect the utilities as of your Lease start date or, if you disconnect the utilities early before moving out, and the utilities remain in our name during such timeframes, we will bill you for the utility charges incurred for the days you were in possession of or living in the Premises, along with an administrative fee of \$50.00 for each utility bill we process on your behalf. You acknowledge that if the utilities remain in our name, we will incur costs, the exact dollar amount of which is difficult or impracticable to determine. Such costs may include, among other things, lost use of funds, bank or other charges, costs incurred in connection with paying, accounting for and attempting to collect utility payments; collection expenses; and other administrative and accounting costs. Because many utilities have long billing cycles, we may not have the actual utility bill in hand at the time we process your move out charges. In that circumstance, we reserve the right to estimate the utility charges for you based on typical or average consumption. We make no representation or warranty with respect to the amount of any estimated or actual utility costs associated with the provision of utility services to the Premises or the Community. To the extent we make a request of you in connection with any analysis of overall utility consumption at the Community, you authorize us, as your agent, to request and receive copies of your utility billing records directly from the utility provider. You acknowledge that we cannot be held responsible for any outages, interruptions or fluctuations in utility service that are provided to the Premises, and that you have no right to claim constructive eviction or to receive any offset or reduction of rent or diminished rental value of the Premises as a result of any such outages, interruptions, or fluctuations.

16. Right to Enter: Subject to notice requirements imposed by applicable law, we and our employees and agents may enter the Premises during reasonable hours for any lawful purpose, including but not limited to inspections, maintenance, repairs and pest control procedures. We also reserve the right to enter the Premises at any time in the event of an emergency, to check for abandonment, or to abate a nuisance. If you submit a service request to us, such request for service will constitute your permission for us to enter the Premises to do the requested work. You authorize us, in the event of your death or incapacity, to grant access to the Premises and the contents therein to the individual named in the emergency contact section of your Application for Rental or otherwise named by you in connection with updating your resident information. Once we grant access to such person, he/she may remove all personal property from the Premises and dispose of it in accordance with applicable law. You hereby release and discharge us from any liability, claim or damages arising out of or in connection with our granting such access to the person you named. Assuming you have submitted a notice to vacate to us, we may, during the last 30 days of your tenancy and without advance notice to you, show the Premises to prospective new residents during normal business hours. If it is necessary for you to temporarily move out in order for us to exterminate or for other reasons, you agree to do so upon at least seven days' notice or on shorter notice as may be reasonable under the circumstances. If you are forced to temporarily move out for more than one day because of a duty, condition or event that is our responsibility under this Lease or by law and, if we do not make substitute accommodations available to you, we will abate your Total Monthly Rent for the period of time you are unable to occupy the Premises.

17. Right to Exclude: We reserve the right to exclude from the Community you and any of your occupants or guests who violate this Lease, any of the Community's policies, or the law. We also reserve the right to exclude anyone who disturbs other residents or our employees and agents, as well as anyone we reasonably believe represents a potential threat to other residents or to our employees and agents. We may also exclude from the Community any person who refuses to show photo identification to us or to identify himself or herself as a resident, occupant or guest. We may deny you or any person access to the Premises, including by changing the locks, if any court or legal order restrains or bars you or such person from the Premises.

In the event of a sale, parties will follow Fed Acq Reg 42.12

18. Liens or Sales by Lessor: This Lease is subject and subordinate to all present or future ground or underlying leases, loans, mortgages, deeds to secure debt or deeds of trust affecting the Premises and the Community which we or any subsequent owner of the Community may enter into. You hereby appoint us as attorney-in-fact to execute and deliver any and all necessary documents to evidence such subordination of the Lease. Foreclosure of any mortgage or any sale of the Community will not constitute a constructive eviction and, in the event of any such action, you will continue to pay your rent and perform your obligations under this Lease. Upon any foreclosure or sale, we will be released from all obligations under this Lease that accrue after the date of the foreclosure or sale and you will look solely to the then-current owner for the performance of Lessor's duties.

19. Criminal Activity: You agree that neither you, nor any of your occupants or guests will (i) engage in any criminal activity of any kind, including, without limitation, drug related criminal activity, prostitution or criminal street gang activity, on or near the Community, (ii) engage in any act intended to facilitate such criminal activity, (iii) use or permit the Premises to be used for, or to facilitate, any criminal activity, or (iv) engage in any acts of violence or intimidation or any threats of violence, verbal or otherwise, including, but not limited to, the discharge or brandishing of firearms or other weapons, on or near the Community or otherwise. For purposes of this section, "drug related criminal activity" includes, but is not limited to, the use of or the manufacture, sale, distribution, dispensation or possession with intent to manufacture, sell distribute, or dispense, marijuana or any other Controlled or Counterfeit Substance, as defined in the Controlled Substances Act (21 U.S.C. 802), as amended from time to time. One or more violations of the provisions of this paragraph will be considered a breach of the Lease and good cause for the immediate termination of your tenancy and your eviction from the Premises. Unless otherwise provided by law, proof of a violation of this paragraph shall not require criminal conviction, but may be based on our reasonable suspicion and a preponderance of the evidence. In addition, if you or any of your occupants have engaged in any criminal activity during the Lease term or otherwise, we may take action to terminate the Lease and pursue eviction-related remedies.

20. Use and Occupancy: The Premises are to be occupied and used solely as a private residence and by only those persons identified on the Term Sheet as residents and occupants. Conducting any kind of business in the Premises, or anywhere in the Community, is prohibited. However, a lawful business conducted "at home" by computer, mail or telephone is permissible if customers, clients, patients or other business associates do not come to the Premises for business purposes. The number of people living in the Premises is subject to applicable local occupancy standards. Only those

Initials: Lessor  Gov't 

residents and occupants identified on the Term Sheet, and, subject to the Community's occupancy standards, children born or adopted during the Lease term, may occupy the Premises without our prior written consent. If someone stays with you for more than 15 days (consecutive or otherwise) in any one month, we will consider such person to be an unauthorized occupant and, in order to allow such person to continue residing in the Premises, we must consent. If the person is age 18 or older, we may require him/her to complete an Application for Rental and pay an application fee. If we consent to such person's occupancy in the Premises, we also require that such person, unless he/she is a full-time student residing with a parent or guardian, be named on the Lease as resident. You acknowledge that we may require that any additional co-residents be screened through our credit and criminal screening process. You understand, however, that some individuals, guests, occupants, etc., who stay at the Community may not have gone through this process. You agree to pay an administrative fee associated with the addition or replacement of co-residents. All co-residents who are added as residents to the Lease are accepting the Premises in as-is condition and are agreeing to be jointly and severally liable for the condition of the Premises. You are responsible for your conduct, as well as the conduct of your occupants and guests. You, your occupants and all guests will: (i) show due consideration for neighbors and not interfere with, disturb or threaten the rights, comfort, health, safety, convenience, quiet enjoyment and use of the Community by us, other residents and occupants and any of their guests, agents or invitees; (ii) not engage in abusive, threatening or harassing conduct toward us or any employees, agents or representatives or unreasonably interfere with our management of the Community; (iii) exercise reasonable care in the use of the Premises and maintain the Premises in a clean, safe and undamaged condition, ordinary wear and tear excepted; (iv) comply with all of the policies and procedures contained in the Resident Handbook and Community Policies we delivered to you via MyEquityApartments.com or otherwise; and (v) comply with federal, state and local laws, regulations, statutes and ordinances which are applicable to the Premises and your tenancy. We reserve the right to be the sole judge of acceptable conduct and to determine the appropriate action necessary to deal with unacceptable conduct, including, but not limited to taking action to terminate the Lease and to pursue eviction-related remedies.

21. Restrictions on Assignment and Subletting/Prohibition Against Short-Term Rentals:

- a. You may not assign this Lease or sublet the Premises without our prior written consent. If we do consent to any assignment or sublease, you will remain fully responsible and liable for the payment of the rent throughout the remainder of the Lease term.
- b. The Premises are not to be used or occupied as a hotel or for any other transient use. Under no circumstances are you to rent space in the Premises to occupants on a short-term basis (for a period of time less than 30 days), or for any short-term occupancy that may be governed by or prohibited by state or local laws, including, but not limited to, those applicable to transient housing, code violations or hotel taxes. You are specifically prohibited from advertising the Premises for rental on sites such as Airbnb, Craigslist, Expedia, Hotels.com or any other similar locator sites, regardless of whether the purpose of such advertisement is for short term or transient occupants or for long term rental. Should we become aware of any violation of these short-term stay provisions or incur any loss as a result of your violation of this provision, including but not limited to, any fines or fees assessed against us by any federal, state or local authority, or any loss in business revenue, you will indemnify us and assume full responsibility for any and all such losses that we incur.

22. Repair and Maintenance: You confirm that you have inspected the Premises, found them in a clean, rentable, and undamaged condition (other than items listed in the Move-In/Move-Out Inspection Form that you completed or will complete), and that you accept the Premises in "as is" condition. If any part of the Premises is in need of maintenance or repair, you agree to notify us immediately. Damages and defects not itemized will be presumed to have first occurred during your occupancy of the Premises. You understand that you are responsible for keeping the Premises in a clean, sanitary and undamaged condition, ordinary wear and tear excepted. You are responsible for properly performing routine cleaning of all interior portions of the Premises. If you fail to keep the Premises clean (including, but not limited to eliminating dirt, filth, scum, grease, oil, mud, scuffs, holes, gouges, burns, stains, tears, cuts, rips, fleas, pests, foul scents or odors (including those relating to smoking), surface mold on caulking at the sinks, tub, shower and other locations, and other conditions which could have been avoided by careful use and routine cleaning), or if you, your occupants or any animals cause damage to the Premises in excess of ordinary wear and tear, you will be responsible for the costs to clean and/or repair such damage. Any such charges incurred during the Lease term will be considered additional rent.

23. Fair Housing Accommodations/Modifications: We are firmly committed to the principles of Fair Housing. If you or any person residing in the Premises, as a result of a disability, requires accommodations to our rules, policies, practices or services, or a physical modification to the Premises and/or the common areas of the Community in order to provide you or your occupants with equal opportunity to use and enjoy the Premises, you will notify us. If you require physical modifications to the Premises, we may require you to enter into a modification agreement identifying the modifications to be made and any restoration obligations you may have.

24. Military Clause:

- a. If you become an active duty member of the United States Armed Forces during the Lease term, then, pursuant to the provisions of the Servicemembers Civil Relief Act ("SCRA") and other applicable laws, you may be released from your obligations under the Lease, without penalty, so long as you: (i) provide a copy of your official orders; (ii) provide at least 30 days' prior written notice of your anticipated move-out date; (iii) pay all outstanding balances and rent through your move-out date; and (iv) make satisfactory arrangements to pay all costs incurred by us to repair the damages caused by you, your occupants or guests, and pets, consistent with the Security Deposit paragraph above.
- b. If you are an active duty member of the United States Armed Forces at the time you are signing this Lease, you affirm that the Lease end date does not extend beyond your anticipated discharge, retirement or release from the United States Armed Forces. Pursuant to the provisions of the SCRA and other applicable laws, you may be released from your obligations under the Lease, without penalty, so long as you: (i) provide a copy of your official permanent change-of-station orders or your official orders to deploy for a period of not less than 90 days; (ii) provide at least 30 days' written notice of your anticipated move-out date; (iii) pay all outstanding balances and rent through your move-out date; and (iv) make satisfactory arrangements to pay all costs incurred by us to repair the damages caused by you, your occupants or guests, and pets, consistent with the provisions of the Security Deposit paragraph above.
- c. Notwithstanding the provisions of the Lease Concessions paragraph above, if you are exercising your right to terminate the Lease pursuant to the SCRA and this Military Clause paragraph, you will not be required to repay any portion of Lease concessions set forth on the Term Sheet. The release of any resident under this provision will not release any other resident or roommate unless the other resident is your spouse or dependent, as defined under the SCRA.

25. Resident Insurance: We strongly recommend that you secure a renters insurance policy covering your personal belongings, which also includes personal liability insurance covering your actions. Unless there is a prohibition imposed by affordability covenants or other restrictions applicable to the Premises, we require all residents to maintain a policy of liability insurance issued by an authorized insurance company that provides limits of liability in an amount of at least \$100,000 per occurrence. If the Term Sheet indicates that Renters Insurance is required, you must furnish proof of insurance to us on or before the commencement date of the Lease and, assuming you enter into renewal leases with us, you must continue to provide evidence of coverage for all subsequent renewal terms. You can obtain such insurance through Residential Insurance Agency, LLC or through the insurance agent

of your choice. If you select an insurance company other than Residential Insurance Agency, LLC, you must name the Community as an Interested Party under your policy. Except where prohibited by law, if you fail to obtain and maintain liability insurance as required by this paragraph, you will be in violation of your lease obligations. In such event, we will send a written notice to you demanding that you cure the violation by procuring the insurance and supplying evidence of coverage to us. If you fail to supply evidence of such insurance to us on or before the date set forth in your notice, we reserve the right to procure liability only insurance coverage on your behalf, and to charge you for the amount of the premium paid to the insurance company, not to exceed \$150.00 per year, along with an administrative fee of \$40.00. You agree that this administrative fee is a liquidated damages provision and that such amount is a fair and reasonable estimate of the administrative costs we will incur as a result of procuring the liability insurance coverage for you. The premium payment made by us on your behalf, and the administrative fee we charge to procure the insurance for you, will be considered additional rent. If you fail to pay for the liability insurance and/or you allow the expiration or cancellation of any liability insurance policy during your tenancy, without substitute insurance being put in place, this will be considered a default under the Lease.

26. Corporate Units: If the name in the Resident section of the Term Sheet is a company or business (and not an individual person), then the company assumes all responsibility for damage to the Premises and any loss incurred by us or any third party that is caused by any person living in the Premises. The company also agrees to indemnify us for all claims, damages, losses and expenses related in any way to the occupancy of the Premises. The company agrees to identify all persons living in the Premises and to provide written authorization to us to release keys, key cards, and/or access cards to such occupants. The company agrees to maintain, at its sole cost and expense, throughout the term of the Lease and any subsequent renewal terms, the following insurance: Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrences" form CG 00 01 0196 or another ISO Commercial General Liability "occurrences" form providing equivalent coverage, providing broad form comprehensive general liability coverage, blanket contractual liability coverage, coverage for bodily injury (including death), property damage (including loss of use thereof), products and completed operations with an authorized insurance company with a rating of A X in a minimum amount of One Million Dollars (\$1,000,000) per occurrence. The company must be named the insured and the company shall name the owner of the property, ERP Operating Limited Partnership, Equity Residential, Equity Residential Management, L.L.C., and their affiliates and agents (collectively, the "Lessor Entities") as additional insureds under the required policy. In the alternative, the company may purchase renters liability insurance for the Premises from an insurance company of company's choosing or through the program made available to residents at the Community through Residential Insurance Agency, LLC. If company elects to purchase such renters liability insurance through a company other than Residential Insurance Agency, LLC, the company must name the Community as an Interested Party under the policy. In any event, the company must, on or before the commencement date of the lease, deliver to us a certificate of insurance evidencing the coverage provided, and provide replacement certificates fifteen (15) days prior to the expiration of any required coverage. Except where prohibited by law, if the company fails to obtain and maintain the insurance as required by this paragraph, the company will be in violation of the Lease. In such event, we will send a written notice to the company demanding that it cure the violation by procuring the insurance and supplying evidence of coverage to us. If the company fails to supply evidence of such insurance to us on or before the date set forth in our notice, we may procure such insurance on the company's behalf and charge the company for the amount of the premium paid to the insurance company, not to exceed \$150.00 per year, along with an administrative fee of \$40.00. The company agrees that this administrative fee is a liquidated damages provision and that such amount is a fair and reasonable estimate of the administrative costs we will incur as a result of procuring the liability insurance coverage for the company. The premium payment made by us on the company's behalf, and the administrative fee we charge to procure the insurance for the company, will be considered additional rent. If the company fails to pay for the liability insurance and/or the company allows the expiration or cancellation of any liability insurance policy during the company's tenancy, without substitute insurance being put in place, this will be considered a default under the Lease.

27. Default Remedies: If you fail to perform any of your obligations under this Lease, we may exercise all of our rights under this Lease, at law or in equity. This may include giving you notice to correct or cure such default, taking action to recover possession of the Premises via the eviction process or otherwise, and/or terminating the Lease, all in accordance with applicable law. In addition, we can recover from you all damages, costs and expenses, including, among other things, damage to the Premises, cleaning and trash removal charges, delinquent Total Monthly Rent and additional rent (described in the Rent paragraph above) such as utilities, late fees, and returned item fees. If you terminate your tenancy early, skip or are evicted, we can also recover early termination rent for the time it takes for a new resident to move in or until the end of your current Lease term, whichever comes first. In cases where the default is due to non-payment of rent, you hereby expressly waive the right to receive from us a 30-day notice of such payment related lease violation, and the Lease is hereby terminated. If you terminate your tenancy early, skip or are evicted, you must also repay us a portion of the concessions you received as described in the Lease Concessions paragraph above. In all cases, we reserve the right to report your payment history, outstanding balances, returned item fees, late fees, defaults, and other payment related activity to consumer reporting agencies who track such information.

28. Abandoned Property: You understand that if you leave personal property in the Premises after you move-out or if you put your property in areas of the Community that are not designated for your use, we can determine that such property has been abandoned and we can take steps to remove or dispose of the property consistent with applicable laws. You agree that the value of any personal property you leave in the Premises after you move out has a value of \$0.00.

29. Notices: Except as otherwise provided by law, all notices that we provide to you will be considered delivered when we put them in the mail, personally deliver them to the premises, or send them via email. All notices from you will be considered delivered when you put them in the mail or personally deliver them to the management office during normal business hours. By providing us with your e-mail address and cell phone number, you agree that we may communicate with you from time to time via e-mail, telephone calls and/or text messages (message and data rates may apply). By entering into this Lease, you expressly authorize us to contact you in such manners. If you wish to opt out of receiving e-mail communications, please unsubscribe using the link at the bottom of the emails. If you wish to opt out of receiving text messages, please follow the instructions at the end of the text. If you wish to opt out of receiving calls to your cell phone, please make that election by notifying the management office. The person designated as the on-site manager for the Community is the person authorized to act on our behalf in connection with this Lease. More formal notices, including service of process, can also be made by serving our registered service agent. In addition to U.S. mail and personal delivery options, lease renewal offers may be delivered to you via e-mail, text message and/or via a link to our resident website, My.EquityApartments.com.

30. Liability: To the maximum extent permitted by law, you agree that you will look solely to the owner's interest in the Community for the recovery of any judgment against us and that the owner, the management company, and any of their related and affiliated entities (and any of their officers, directors, trustees, employees, partners, shareholders, insurers, agents and representatives) will never be personally liable for such judgment. Except to the extent prohibited by law, we will not be liable for any damage, loss or injury to persons or property occurring in the Premises or in other areas of the Community. To the fullest extent permitted by law, you agree to hold us harmless and to indemnify us from any such liability or claim.

31. Fire and Casualty: If the Premises are damaged due to fire, explosion, casualty or any other health/safety issue which is not a result of your negligence or intentional conduct (or the negligence or intentional conduct of any person living in the Premises or any guest of such person), we may elect, in our sole discretion, to repair or rebuild the Premises. Rent shall remain due and owing unless we, in our sole discretion, determine that the Premises or the building is uninhabitable. No penalty shall accrue against us for any reasonable delay in repairing the Premises by reason of adjustment of insurance proceeds, labor disputes, or any other cause beyond our reasonable control. If you are unable to live in the Premises while we

~~conduct the repairs, your rent will be abated during the timeframe the repairs are being conducted. However, if we provide alternative accommodations at our expense during such repair, the rent will not be abated. Finally, if the damage to the Premises is caused by your negligence or intentional conduct (or the negligence or intentional conduct of any person living in the Premises or any agent or guest), the rent for the Premises will not be abated, you will be responsible for paying rent on the Premises and for any costs we incur to repair the damage, and we will not provide alternative accommodations to you. If we elect to not repair the Premises or if the Premises are substantially or totally destroyed, we may elect to terminate this Lease.~~

~~32. **Waivers:** Our failure to insist upon strict compliance with the terms of this Lease or any delay by us in enforcing your obligations under the Lease will not constitute a waiver of our right to act on other breaches or to make demands on you to perform. Your obligation to pay rent during the Lease term or during your continued occupancy of the Premises will continue notwithstanding our issuance of any notice, demand for possession, notice of termination of tenancy, institution of any action or forcible detainer, or any other act which might result in the termination of your right to live in the Premises. Unless otherwise restricted by applicable law, our acceptance of rent from you after it falls due or after knowledge of your breach of any obligations under this Lease is not a waiver of our rights under this Lease nor is it an election to not proceed under any provision of this Lease or the law.~~

33. Severability: If any provision of this Lease is determined to be illegal, invalid, or unenforceable under present or future laws which are in effect during the Lease term, then, we will substitute similar provisions or language that will make such clause or provision legal, valid, and enforceable. If substitute provisions are not available, then the illegal or unenforceable provision shall be removed from the Lease, but the remaining provisions in the Lease shall remain intact.

34. [Intentionally Omitted]

~~35. **Laws Governing this Lease/Venue:** This Lease shall be governed by the laws of the state in which the Community is located, and all legal action arising from this Lease shall be tried in the county where the Community is located.~~

~~36. **Written Agreement:** This Lease, which includes the Term Sheet, these Terms and Conditions, the Resident Handbook and Community Policies, the Move-In/Move-Out Inspection Form, and all Lease addenda or other agreements that may be referenced on the Term Sheet or attached hereto, contains our entire agreement. We both acknowledge that there are no oral understandings between us, and neither of us have relied on any representations, express or implied, that are not contained in this Lease.~~

37. Joint and Several Liability: Each resident, including all co-residents, is jointly and severally liable for each and every provision of this Lease.

38. General: You confirm that you are of legal age to enter into a binding Lease for lodging.

Initials: Lessor



Gov't



UTILITIES ADDENDUM

This Utilities Addendum ("Addendum") is dated effective as of the date on the Residential Lease - Term Sheet (the "Term Sheet") to which this Addendum is attached and made a part of (the "Lease") by and between Lessor and Resident for the Premises at the Community identified in the Lease.

This Addendum provides additional information regarding those utilities for which the Community receives and pays the total utility bill (or bills) for the Community, and for which you either pay us or, in some cases, pay our billing vendor on our behalf. As noted in the Utilities section of the Term Sheet and the Utilities paragraph of the Terms and Conditions, the methods used to determine your portion of the costs for these utilities may be based on a submeter reading, an allocation method, or a flat fee, as described below. The Community's total cost for these utilities may include additional fees or charges imposed by the utility company or municipality providing the service to the Community, and/or additional costs associated with the service, including costs to maintain and operate the utilities systems, but not billed by the local utility company. In these cases, such additional fees or costs may also be included in the bill you receive from our billing vendor. In some instances, these additional charges may be itemized separately on the bill you receive from our billing vendor. You should also be advised that, in most cases, the Community's bills for these utilities will include the cost to provide these utility services in the common areas of the Community, which may include swimming pools, lawns and landscaped areas. As a result, your portion of such utility bills may include a portion of the cost to provide such utility services in the common areas.

1. If your Term Sheet indicates that a utility bill is based on a submeter reading, the reading will be used along with the Community's most recent actual bill(s) for the utility to calculate your bill by either (i) dividing the Community's cost for the utility by the usage shown on the meters for all apartments in the Community and multiplying that number by the usage shown on your meter; or (ii) dividing the Community's bill for the utility by the total usage from the master meter(s) for the Community and multiplying that number by the usage shown on your meter; or (iii) using the actual rate shown on the Community's bill for the utility multiplied by the usage shown on your meter. If the utility company charges us a fixed fee or base charge for each apartment, we will pass that charge through to you. If the Premises has a submeter in place, you will allow us and our vendors to access the Premises from time to time to read the submeter or perform repairs. You also agree that you will not tamper with, adjust, or disconnect any submeter or other measuring device that is installed in the Premises. If we are unable to read the submeter, your charges may be estimated based on prior usage or an average consumption rate.
2. If your Term Sheet indicates that a utility is allocated based on square footage, your bill will be calculated by dividing the Community's most recent actual bill(s) for the utility by the total square footage of the occupied apartments at the Community, multiplying that amount by the square footage of the Premises, and prorating that amount based on the number of days you had possession of the Premises during the billing period.
3. If your Term Sheet indicates that a utility is allocated based on number of occupants, your bill will be calculated by dividing the Community's most recent actual bill(s) for the utility by the total number of occupants at the Community, multiplying that amount by the number of occupants in your Premises, and prorating that amount based on the number of days you had possession of the Premises during the billing period. Rather than using the actual number of occupants for this calculation, we may elect to use a ratio occupancy that results in multiple occupants being counted on a less than a "one-for-one" basis. By way of example, ratio occupancy might allow for one person in an apartment to count as one person in the allocation formula while two persons in an apartment may count as only 1.6 persons in the allocation formula.
4. If your Term Sheet indicates that a utility is allocated based on a combination of square footage and number of occupants, your bill will be calculated by dividing the Community's most recent actual bill(s) for the utility, applying the square footage formula described in paragraph 2 above to a portion of the cost, applying the occupancy formula described in paragraph 3 above to the remainder of the cost, and adding the two results together.
5. If your Term Sheet indicates that a utility is allocated equally among the number of occupied apartments at the Community (regardless of square footage or number of occupants), then all occupied apartments at the Community will pay the same charge in any given month, and your bill will be calculated (i) by dividing the Community's most recent actual bill(s) for the utility by the total number of occupied apartments in the Community during the billing period and prorating that amount based on the number of days you had

possession of the Premises during the billing period; or (ii) by dividing the Community's anticipated average utility costs, adjusted from time to time when our costs change significantly, by the total number of occupied apartments in the Community, prorated based on the number of days you had possession of the Premises during the billing period. Anticipated utility costs in (ii) above may include expected increases in costs so as to keep your bill consistent where the Community's actual costs vary significantly from month to month.

6. If your Term Sheet indicates that a utility charge is based on a flat monthly charge, then your charge for such utility will be in an amount we communicate to you at Lease signing, and will either be reflected in the Total Monthly Rent section of the Term Sheet.
7. Our billing vendor may charge us for account set-up fees, meter maintenance fees, monthly billing fees, and other fees and charges in connection with their billing services. If the billing vendor charges such fees, the billing vendor will include the fees on your bill and you will reimburse us for those amounts along with your payment to us for the utility charges.
8. The utility charges for the last billing period that you occupy the Premises will not be based on the Community's most recent actual bill for the utility but will, instead, be estimated by calculating the average of at least three months' of charges for the utility (as allocated to the Premises), dividing that average by the number of days in the billing period, and then multiplying that per diem charge by the number of days you had possession of the Premises since the last billing period ended. Where required, we will use the actual submeter reading for your last month's charge. Your charge for utilities for the final month you occupy the Premises will, if available, be communicated to you and are payable by you prior to move-out. If the charges for the utilities are not available at the time you move out, they will be included on the Statement of Deposit Account that is created and sent to you after you move out.
9. We reserve the right, upon written notice to you, to change the billing method for any utility. We may be required to change the billing method or charge if, for example, the Premises contains submeters and the submeters are unable to be read, we elect to install submeters at the Community, we are required to modify the billing allocation method or formula as a result of legislative or legal requirements, or for other business reasons. By signing the Lease, you agree that we can do this.
10. We do not charge residents at the Community more than our actual or anticipated costs for the utilities that are allocated according to these methods, and, in some cases, if the actual bill for a utility in some months is significantly greater than the average bills for the utility, we may elect to calculate the residents' charges based on an amount that is less than the actual amount billed to the Community. If the Community's actual utility bill is for a billing period that is longer or shorter than our billing period (which is typically a calendar month), we may prorate the bill to reflect the number of days in our billing period.
11. You agree that it is *impractical or extremely difficult* to determine the exact amount of the utilities that you, your occupants and guests consume during the billing period and that the method used to determine your share of the Community's actual costs for the utility service, as described on the Term Sheet and in this Addendum, which may not reflect your actual usage, is fair and reasonable.

Initials: Lessor



Gov't



CONSTRUCTION ADDENDUM
(New Lease-Up)

This Construction Addendum ("Addendum") is dated effective as of the date on the Residential Lease - Term Sheet (the "Term Sheet") to which this Addendum is attached and made a part of (the "Lease") and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

The Community, including the Premises and the Building in which the Premises are located, is under construction and, consequently, the Premises are not yet ready for occupancy. It is anticipated that the Premises will be ready for occupancy on the Commencement Date shown on the Term Sheet. However, a situation could arise which might prevent us from permitting you to move into the Premises on the Commencement Date. If this happens as a result of construction issues, or any other reason beyond our reasonable control, we will provide you with written notice of an amended commencement date (the "Amended Commencement Date"). This Lease will commence on the Amended Commencement Date and the Lease term will continue for the same number of months as are set forth on the Term Sheet. You will not be obligated to pay rent until the Amended Commencement Date. You agree that, prior to taking possession of the Premises, you will execute an amendment to this Lease, which will reflect the Amended Commencement Date and the revised Lease term.

If you do not wish to agree to the Amended Commencement Date and, assuming we have been unable to deliver possession of the Premises to you as of the original Commencement Date, you may elect to terminate the entire Lease, without penalty. Your election to do so must be documented in writing and must be received by us within five (5) days following our notice to you.

Under no circumstances will we be responsible for any damages or expenses you incur related to the inability to take possession of the subject Apartment on the Commencement Date or the Amended Commencement Date.

Furthermore, you acknowledge you are taking possession of the Premises while the Community is still under construction. As a result you may, from time to time, be inconvenienced by the noise and activity that generally accompanies such construction activities, including without limitation noise, dirt, debris, temporary cessation of services and other events.



DISTRICT OF COLUMBIA REQUIREMENTS AND DISCLOSURES ADDENDUM

This District of Columbia Requirements and Disclosures Addendum ("Addendum") is dated and effective as of the date on the Residential Lease - Term Sheet (the "Term Sheet") to which this Addendum is attached and made a part of (the "Lease") and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

Pursuant to Title 14 of the District of Columbia Municipal Regulations, we are required to provide you with notice of certain housing code provisions, as follows:

300 NOTICE TO TENANTS OF HOUSING CODE PROVISIONS

300.1 The owner of each habitation shall provide to each existing tenant, and shall at the commencement of any tenancy provide to the tenant, a copy of the provisions of this chapter and a copy of the following sections of chapter 1 of this subtitle:

- (a) Chapter 1, § 101 (Civil Enforcement Policy); and
- (b) Chapter 1, § 106 (Notification of Tenants Concerning Violations).

AUTHORITY: Unless otherwise noted, the authority for this chapter is contained at paragraphs 28 and 46 of section 7 of An Act Making appropriations to provide for the expenses of the government of the District of Columbia for the fiscal year ending June thirtieth, nineteen hundred and three, and for other purposes ("Act of 1902"), Public, No. 218, 32 Stat. 590, approved July 1, 1902, as amended by: An Act approved July 1, 1932 to amend section 7 [of the Act of 1902], Public, No. 237, 47 Stat. 550; and An Act approved July 22, 1947, Public Law 215, 61 Stat. 402.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2904, Commissioners' Order 55-1503 (August 11, 1955).

301 IMPLIED WARRANTY AND OTHER REMEDIES

301.1 There shall be deemed to be included in the terms of any lease or rental agreement covering a habitation an implied warranty that the owner will maintain the premises in compliance with this subtitle.

301.2 The rights, remedies, and duties set forth in this chapter shall not be deemed to be exclusive of one another unless expressly so declared or to preclude a court of law from determining that practices, acts, lease provisions and other matters not specifically dealt with in this chapter are contrary to public policy or unconscionable or otherwise unlawful.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR §§ 2902, 2913, Commissioners' Order 55-1503 (August 11, 1955).

302 VOIDING LEASE FOR VIOLATION OF REGULATIONS

302.1 The leasing of any habitation which, at the beginning of the tenancy, is unsafe or unsanitary due to violations of this subtitle in that habitation or in the common space of the premises (whether or not those violations are the subject of a notice issued under this subtitle) of which the owner has knowledge or reasonably should have knowledge, shall render void the lease or rental agreement for the habitation.

302.2 After the beginning of the tenancy, if the habitation becomes unsafe or unsanitary due to violations of this subtitle in that habitation or in the common space of the premises (whether or not the violations are the subject of a notice issued under this subtitle), the lease or rental agreement for the habitation shall be rendered void if both of the following apply:

(a) The violations did not result from the intentional acts or negligence of the tenant or his or her invitees; and

(b) The violations are not corrected within the time allowed for correction under a notice issued under this subtitle (or, if a notice has not been issued, within a reasonable time after the owner has knowledge or reasonably should have knowledge of the violations).

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2902, Commissioners' Order 55-1503 (August 11, 1955).

303 SIGNED COPIES OF AGREEMENTS AND APPLICATIONS

303.1 In each lease or rental of a habitation entered into after June 12, 1970, the owner shall provide to the tenant upon execution (or within seven (7) days after execution) an exact, legible, completed copy of any agreement or application which the tenant has signed.

303.2 This section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2905, Commissioners' Order 55-1503 (August 11, 1955).

304 PROHIBITED WAIVER CLAUSES IN LEASE AGREEMENTS

304.1 Any provision of any lease or agreement contrary to, or providing for a waiver of, the terms of this chapter, or § 101 or § 106 of chapter 1, shall be void and unenforceable.

304.2 No person shall cause any of the provisions prohibited by this section to be included in a lease or agreement respecting the use of the property in the District of Columbia, or demand that any person sign a lease or agreement containing any such provision.

304.3 No owner shall cause to be placed in a lease or rental agreement any provision exempting the owner or premises from liability or limiting the liability of the owner or the residential premises from damages for injuries to persons or property caused by or resulting from the negligence of the owner (or the owner's agents, servants, or employees) in the operation, care, or maintenance of the leased premises, or any facility upon or portion of the property of which the leased premises are a part.

304.4 No owner shall place (or cause to be placed) in a lease or rental agreement a provision waiving the right of a tenant of residential premises to a jury trial, or requiring that the tenant pay the owner's court costs or legal fees, or authorizing a person other than the tenant to confess judgment against a tenant. This subsection shall not preclude a court from assessing court or legal fees against a tenant in appropriate circumstances.

304.5 The provisions of this section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR §§ 2906, 2907, and 2912, Commissioners' Order 55-1503 (August 11, 1955).

305 INSPECTION OF PREMISES AFTER BREACH OF WARRANTY OR VOIDED LEASE

305.1 Following a judicial determination that the owner has breached the implied warranty of habitability applying to the premises (under § 301 of this chapter), or following a judicial determination that a lease or rental agreement is void, the owner shall obtain a certificate from the Director that the habitation is in compliance with this subtitle prior to the next reletting of the habitation.





SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2911, Commissioners' Order 55-1503 (August 11, 1955).

306 WRITTEN RECEIPTS FOR PAYMENTS BY TENANT

306.1 In each lease or rental of a habitation, the owner shall provide written receipts for all monies paid to him or her by the tenant as rent, security, or otherwise, unless the payment is made by personal check.

306.2 Each receipt issued under this section shall state the following:

- (a) The exact amount received;
- (b) The date the monies are received; and
- (c) The purpose of the payment.

306.3 Each receipt shall also state any amounts still due which are attributable to late charges, court costs, or any other such charge in excess of rent.

306.4 If payment is made by personal check, and there is a balance still due which is attributable to late charges, court costs, or any other such charge in excess of rent, the owner shall provide a receipt stating the nature of the charges and the amount due.

306.5 The provisions of this section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2909, Commissioners' Order 55-1503 (August 11, 1955).

307 PROHIBITION OF RETALIATORY ACTS AGAINST TENANTS

307.1 No action or proceeding to recover possession of a habitation may be brought against a tenant, nor shall an owner otherwise cause a tenant to quit a habitation involuntarily, in retaliation for any of the tenant's actions listed in § 307.3.

307.2 No demand for an increase in rent from the tenant, nor decrease in the services to which the tenant has been entitled, nor increase in the obligations of a tenant shall be made in retaliation against a tenant for any of the tenant's actions listed in § 307.3.

307.3 This section prohibits the taking of any of the actions set forth in this section in retaliation against the tenant for any of the following actions by a tenant:

- (a) A good faith complaint or report concerning housing deficiencies made to the owner or a governmental authority, directly by the tenant or through a tenant organization;
- (b) The good faith organization of a tenant organization or membership in a tenant organization;
- (c) The good faith assertion of rights under this subtitle, including rights under §§ 301 and 302 of this chapter, or § 101 of chapter 1.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2910, Commissioners' Order 55-1503 (August 11, 1955).





308 SECURITY DEPOSITS

308.1 For purposes of this chapter, the term "security deposit" shall mean all monies paid to the owner by the tenant as a deposit or other payment made as security for performance of the tenant's obligations in a lease or rental of the property.

308.2 On or after February 20, 1976, any security deposit or other payment required by an owner as security for performance of the tenant's obligations in a lease or rental of a dwelling unit shall not exceed an amount equivalent to the first full month's rent charged that tenant for the dwelling unit, and shall be charged only once by the owner to the tenant.

308.3 All monies paid to an owner by tenants for security deposits or other payment made as security for performance of the tenant's obligations shall be deposited by the owner in an interest bearing escrow account established and held in trust in a financial institution in the District of Columbia insured by a federal or state agency for the sole purposes of holding such deposits or payments.

308.4 All monies held by an owner on February 20, 1976 for security deposits or other payments covered by this section shall be paid into an escrow account within thirty (30) days.

308.5 The owner of more than one residential building may establish one (1) escrow account for holding security deposits or other payments by the tenants of those buildings.

308.6 For each security deposit or other payment covered by this section, the owner shall clearly state in the lease or agreement or on the receipt for the deposit or other payment the terms and conditions under which the payment was made.

308.7 The housing provider shall post in the lobby of the building and rental office at the end of each calendar year, the following information: Where the tenants' security deposits are held and what the prevailing rate was for each six-month (6) period over the past year. At the end of a tenant's tenancy, the housing provider shall list for the tenant the interest rate for each six month period during the tenancy.

308.8 The provisions of this section shall not be applicable to Federal or District of Columbia agencies' dwelling units leased in the District of Columbia or to units for which rents are Federally subsidized.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners' Order 55-1503 (August 11, 1955); as amended by: section 3 of the Security Deposit Act, D.C. Law 1-48, 22 DCR 2823 (November 28, 1975); and section 2 of the Adjustment of Interest Rates Paid on Rental Security Deposits Amendment Act of 1992, D.C. Law 9-212, §§ 2908.1(b) and 2908.5, 40 DCR 2204 (March 17, 1993), incorporating by reference the text of D.C. Act 9-341, 40 DCR 23 (December 21, 1992).

309 REPAYMENT OF SECURITY DEPOSITS TO TENANTS

309.1 Within forty-five (45) days after the termination of the tenancy, the owner shall do one of the following:

(a) Tender payment to the tenant, without demand, any security deposit and any similar payment paid by the tenant as a condition of tenancy in addition to the stipulated rent, and any interest due the tenant on that deposit or payment as provided in § 311; or

(b) Notify the tenant in writing, to be delivered to the tenant personally or by certified mail at the tenant's last known address, of the owner's intention to withhold and apply the monies toward defraying the cost of expenses properly incurred under the terms and conditions of the security deposit agreement.

309.2 The owner, within thirty (30) days after notification to the tenant pursuant to the requirement of § 309.1(b), shall tender a refund of the balance of the deposit or payment,

including interest not used to defray such expenses, and at the same time give the tenant an itemized statement of the repairs and other uses to which the monies were applied and the cost of each repair or other use.

309.3 Failure by the owner to comply with § 309.1 and § 309.2 of this section shall constitute *prima facie* evidence that the tenant is entitled to full return, including interest as provided in § 311, of any deposit or other payment made by the tenant as security for performance of his or her obligations or as a condition of tenancy, in addition to the stipulated rent.

309.4 Failure by the owner to serve the tenant personally or by certified mail, after good faith effort to do so, shall not constitute a failure by the owner to comply with § 309.1 and

309.5 Any housing provider violating the provisions of this chapter by failing to return a security deposit rightfully owed to a tenant in accordance with the requirements of this chapter shall be liable for the amount of the deposit withheld, or in the event of bad faith, for treble that amount.

309.6 For the purposes of § 309.5, the term "bad faith" means any frivolous or unfounded refusal to return a security deposit, as required by law, that is motivated by a fraudulent, deceptive, misleading, dishonest, or unreasonably self-serving purpose and not by simple negligence, bad judgment, or an honest belief in the course of action taken.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners' Order 55-1503 (August 11, 1955); as amended by: section 3 of the Security Deposit Act, D.C. Law 1-48, 22 DCR 2823 (November 28, 1975); and section 2 of the Unitary Rent Ceiling Adjustment Amendment Act of 1992, D.C. Law 9-191, §§ 2908.6 and 2908.7, 40 DCR 2184 (April 2, 1993).

310 RETURN OF SECURITY DEPOSIT: INSPECTION OF PREMISES

310.1 In order to determine the amount of the security deposit or other payment to be returned to the tenant, the owner may inspect the dwelling unit within three (3) days, excluding Saturdays, Sundays, and holidays, before or after the termination of the tenancy.

310.2 The owner shall conduct the inspection, if the inspection is to be conducted, at the time and place of which notice is given to the tenant.

310.3 The owner shall notify the tenant in writing of the time and date of the inspection.

310.4 The notice of inspection shall be delivered to the tenant, or at the dwelling unit in question, at least ten (10) days before the date of the intended inspection.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners' Order 55-1503 (August 11, 1955); as amended by section 3 of the Security Deposit Act, D.C. Law 1-48, 22 DCR 2823 (November 28, 1975).

311 INTEREST ON SECURITY DEPOSIT ESCROW ACCOUNTS

311.1 The interest in the escrow account described in § 309 on all money paid by the tenant prior to or during the tenancy as a security deposit, decorating fee, or similar deposit or fee, shall commence on the date the money is actually paid by the tenant, or within thirty (30) days after February 20, 1976, whichever is later, and shall accrue at the passbook rate then prevailing on January 1st and on July 1st for each six (6) month period (or part thereof) of the tenancy which follows those dates. On those dates, the passbook rate in the District of Columbia financial institution in which the escrow account is held shall be used.

311.2 Interest on an escrow account shall be due and payable by the owner to the tenant upon termination of any tenancy of a duration of twelve (12) months or more, unless an amount is deducted under procedures set forth in § 309.





311.3 Except in cases where no interest is paid to the tenant as provided in § 311.2, no interest or other consideration shall inure to the benefit of the owner by reason of the owner's control over the escrow account nor shall the account be assigned or used as security for loans.

311.4 It is the intent of this section that the account referred to in this section and § 309 shall be used solely for the purpose of securing the lessees' performance under the lease.

311.5 This section and § 309 and § 310 shall not be subject to the notice requirements of any other section of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners' Order 55-1503 (August 11, 1955); as amended by: section 3 of the Security Deposit Act, D.C. Law 1-48, 22 DCR 2823 (November 28, 1975); and section 2 of the Adjustment of Interest Rates Paid on Rental Security Deposits Amendment Act of 1992, D.C. Law 9-212, § 2908.4(a), 40 DCR 2204 (March 17, 1993), incorporating by reference the text of D.C. Act 9-341, 40 DCR 23 (December 21, 1992).

312 - 314 [RESERVED]

315 NOTIFICATION REQUIRED

315.1 Prior to the acceptance of a nonrefundable application fee or security deposit, the owner of the habitation shall provide written notice of any requests that are pending for an adjustment in the rent ceiling of the habitation, as the adjustments are specifically enumerated in section 207 of the Rental Housing Act of 1985, D.C. Law 6-10, D.C. Official Code § 42-3502.07 (2001).

315.2 The notification shall include the current rent ceiling, the new rent ceiling requested in the petition, the petition filing date and petition number, and the nature of any repairs or rehabilitation planned in the dwelling unit as part of the petition.

315.3 A violation of this section shall be a Class 2 civil infraction pursuant to Titles I-III of the Department of Consumer and Regulatory Affairs Infractions Act of 1985. Adjudication of any infraction of this article shall be pursuant to titles I-III of the Department of Consumer and Regulatory Affairs Civil Infractions Act of 1985.

SOURCE: Section 2 of the Rent Ceiling Adjustment Notification Amendment Act of 1992, D.C. Law 9-79, §§ 2915.1 through 2915.3, 39 DCR 673 (February 7, 1992).

399 DEFINITIONS

399.1 The provisions of section 199 of chapter 1 of this title and the definitions set forth in that section shall be applicable to this chapter.

101 CIVIL ENFORCEMENT POLICY

101.1 The maintenance of leased or rental habitations in violation of the provisions of this subtitle, where those violations constitute a danger to the health, welfare, or safety of the occupants, is declared to be a public nuisance.

101.2 The abatement of the public nuisances referred to in subsection 101.1 by criminal prosecution or by compulsory repair, condemnation, and demolition alone has been and continues to be inadequate.

101.3 The public nuisances referred to in subsection 101.1 additionally cause specific, immediate, irreparable and continuing harm to the occupants of these habitations.

101.4 The public nuisances referred to in subsection 101.1 damage the quality of life and the mental development and well-being of the occupants, as well as their physical health and personal property, and this harm cannot be fully compensated for by an action for damages, rescission or equitable set-off for the reduction in rental value of the premises.

101.5 It is the purpose of this section to declare expressly a public policy in favor of speedy abatement of the public nuisances referred to in subsection 101.1, if necessary, by preliminary and permanent injunction issued by Courts of competent jurisdiction.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2901, Commissioners' Order 55-1503 (August 11, 1955).

106 NOTIFICATION OF TENANTS CONCERNING VIOLATIONS

106.1 After an inspection of a habitation, the Director shall provide the tenant of the habitation a copy of any notification with respect to that habitation issued to the owner pursuant to this subtitle.

106.2 The notification to the tenant shall state plainly and conspicuously that it is only for the tenant's information; provided, that if the notice places duties on the tenant, it shall state those duties.

106.3 In any instance where a violation of this subtitle directly involves more than one habitation, the Director shall post a copy of any notification issued to the owner pursuant to this chapter for a reasonable time in one or more locations within the building or buildings in which the deficiency exists. The locations for posting the notification shall be reasonably selected to give notice to all tenants affected.

106.4 No person shall alter, modify, destroy, or otherwise tamper with or mutilate a notification posted under this section.

106.5 Any tenant directly affected by the violation(s) shall, upon request to the Director, be sent a copy of the posted notification.

106.6 This section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2903(b), Commissioners' Order 55-1503 (August 11, 1955).

Initials: Lessor DB Gov't RL

SMOKE-FREE LEASE ADDENDUM

This Smoke Free Lease Addendum ("Addendum") is dated and effective as of the date on the Residential Lease - Term Sheet (the "Term Sheet") to which this Addendum is attached and made a part of ("the Lease") and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

You acknowledge that the building in which the Premises is located, and the Community as a whole, are smoke-free living environments. You and all of your occupants and guests are prohibited from smoking anywhere in the interior or exterior of the Premises (including balconies and patios), within twenty-five feet of any building entrance, or anywhere else in the Community. This policy is intended to benefit all residents of the Community. You are responsible for any violation of this non-smoking policy by you, or any of your occupants or guests.

You understand that we will take reasonable steps to enforce the smoke-free terms of the Lease and to make the Community a smoke-free environment. However, because our ability to police, monitor or enforce the terms of this Addendum is dependent on the full cooperation of all residents, occupants and guests throughout the Community, we cannot guarantee that the Premises or the Community will be totally free from secondhand smoke.

If you or any of your occupants and guests violate the terms of this Addendum, such violation will be deemed a material default under the terms of the Lease, and we will be entitled to exercise all rights and remedies at law or in equity, consistent with the provisions of the Default Remedies paragraph in the Lease.

Initials: Lessor

DB

Gov't

RR

RENT PAYMENT ADDENDUM

This Rent Payment Addendum ("Addendum") is dated and effective as of the date on the Residential Lease - Term Sheet (the "Term Sheet") to which this Addendum is attached and made a part of ("the Lease") and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

Notwithstanding any provisions in the Lease to the contrary, this Community does not accept payments for rent and other charges in the management office. We make a number of alternative payment options available to our residents, and, currently, each resident at the Community is required to use one of these alternative methods, as follows:

Online Banking Electronic Payments

~~You may use your online banking bill pay service to pay your rent and other charges. You may schedule your payment to be sent from your bank account by following these steps:~~

- ~~• On your bank's bill pay website, select the option to set up a manual payee (process varies by bank).~~
- ~~• Enter the Community's remittance address, as follows:~~

Equity Residential
P.O. Box 1406
Augusta, GA 30903

- ~~• Enter your resident account number (you can find your resident account number on our resident website, My.EquityApartments.com, or by calling the management office). Using this number on all payments to us will help to ensure timely delivery. Your resident account with us will not be credited until the payment is received in our account.~~
- ~~• The first time you establish the Community as a payee, allow 5 business days for your payment to be delivered. Once the electronic connection has been established, you will be able to schedule your payment closer to the due date (usually 2 business days).~~
- ~~• All policies set forth by your bank's bill pay service will apply.~~

My.EquityApartments.com

~~You can submit and authorize your electronic payments via this resident website. With the single payment option, you can submit your payment each month and your resident account will be temporarily credited while the debit clears your bank account. You can also sign up for recurring payments, wherein we will debit your checking account for your open balance automatically, once each month.~~

Telephone Payments

~~For a convenience fee, you can pay your rent and other charges over the telephone with a credit card. Instructions for making a payment over the telephone are available at My.EquityApartments.com.~~

~~If you have questions about how to use any of these rent payment options, you should contact the management office.~~

SUPPLEMENTAL UTILITIES ADDENDUM
(High-Rise Central Systems)

This Supplemental Utilities Addendum ("Supplemental Addendum") is dated as of the date on the Residential Lease – Term Sheet (the "Term Sheet") and the Utilities Addendum ("Addendum") to which this Supplemental Addendum is attached and made a part of (the "Lease") and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

The Community is served by a central plant that provides residents with heating, cooling, and domestic hot water. This central plant consists of a cooling tower that provides cooling in the summer, closed loop boilers that provide heat in the winter, and domestic boilers that provide hot water year round. Your Premises has a heat pump, which connects to this system and is activated by a thermostat in the Premises.

You acknowledge that the Term Sheet indicates that you are responsible for paying for the Central Boiler charges that will be reflected in the bill you receive from our billing vendor. However, the utility designated as Central Boiler on the Term Sheet should, instead, be designated as "Heating/Cooling/Domestic Hot Water." The charges for Heating/Cooling/Domestic Hot Water will be allocated based on each apartment's square footage and the number of occupants to account for the operation of the central plant that provides all residents with heat and domestic hot water, as well as the operation of the cooling towers and/or chiller, and other components of the heating/cooling system. The charges will be calculated using the monthly expenses of the Community for gas, electricity, and the operation of the central plant.

The provisions of the Addendum related to utilities are hereby incorporated in this Supplemental Addendum.

CONDOMINIUM STATUS ADDENDUM
(District of Columbia Only)

This Condominium Status Addendum ("Addendum") is dated and effective as of the date on the Residential Lease - Term Sheet (the "Term Sheet") to which this Addendum is attached and made a part of ("the Lease") and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

You acknowledge that, prior to entering into this Lease or any subsequent or renewal lease at the Community, and prior to any occupancy of the Premises, you were advised that the Community/Building in which the Premises is located is registered with the District of Columbia as a condominium (the "Condominium") and that the Premises and this Lease will become subject to a Condominium Declaration and Condominium Bylaws if those Condominium instruments are recorded. The Condominium instruments may, at our election at any time, be recorded among the Land Records of the District of Columbia and the Office of the Surveyor, as applicable. The Premises and this Lease also shall be subject to such rules and regulations as may in the future be adopted from time to time by the Condominium ("Condominium Rules and Regulations"). You agree that the tenancy created hereunder is subject to the following additional provisions: upon the recording of the Condominium instruments and notice to you, you will abide by all of the obligations, covenants and restrictions contained in the Condominium instruments (except for the payment of assessments and other monetary obligations that are required of unit owners in the Condominium) and with the Condominium Rules and Regulations, all as may be amended from time to time. Any violation by you of said obligations, covenants, restrictions, or your failure to comply with any adopted Condominium Rules and Regulations, shall be deemed a default under this Lease. You hereby permit us and any successor landlord, and our respective agents, to proceed directly against you for any such violation, including, without limitation, the rights granted to landlord under the provisions of the Default Remedies paragraph in the lease.

Initials: Lessor

DB

Gov't

RR

PET/ANIMAL AGREEMENT

This Pet/Animal Agreement ("Agreement") is dated and effective as of the date on the Residential Lease - Term Sheet (the "Term Sheet") to which this Agreement is attached and made a part of the Lease (the "Lease") by and between Equity Residential Management, L.L.C., as agent for owner of the Community ("Lessor"), and all Residents identified on the Lease.

No animals are permitted at the premises at any time without our specific written permission and payment of all the applicable pet fees and deposits. Only the animal(s) identified in the Animal Registration Form are permitted in the Community, including visiting animals.

We may, at our discretion, deny any animal if we believe it to be a threat to others. Pit Bulls, Rottweilers, Cane Corsos, or any dogs that are cross breeds of or are related to such breeds are not permitted, unless prohibited by law. For purposes of example only, some of the breeds that are related to Pit Bulls or Rottweilers (and therefore are prohibited) include American Staffordshire Terriers, Staffordshire Bull Terriers, Bull Terriers and American Bulldogs. English Bulldogs are not a prohibited breed under our company policy. At our discretion, you may be required to have a licensed veterinarian verify your animal's weight and breed. We may also request a photograph of your animal for your resident file. You certify that, to the best of your knowledge, your animal is not "dangerous" or "potentially dangerous" (as such terms are defined in the Resident Handbook) and has not inflicted injury on or bitten a human or domestic animal, chased or approached a person upon the streets, sidewalks or any public grounds in a menacing fashion or apparent attitude of attack, nor does your animal have a tendency or disposition to attack unprovoked, to cause injury or otherwise threaten the safety of humans or domestic animals.

Your animal must be on a leash and under your control at all times when walking through the lobby of the building and throughout all other common areas in the building and in the community, including hallways, elevators and parking areas. Never leave your animal on the balcony or patio unsupervised or while you are away. If, at any time, we believe your animal is annoying, bothersome, a nuisance, or a threat to any person or animal, we may require you to remove it from the community. Your animal must be current on their vaccinations and have all required licenses and tags. You are required to comply with any local Sanitation and Health Department ordinance that prohibits animals in the pool area.

You are responsible for all costs we incur to repair damage, remove odors or treat for pests such as fleas and ticks. Any damage caused your pet, including personal injury, or property damage either in the Premises or anywhere in the Community, is your responsibility. You agree to indemnify and hold Lessor harmless from and against any and all damages, claims, causes of action, liabilities, injuries suffered by persons, or damage to property of any kind, whatsoever, which arise out of, or are caused by your animal and any errors, omissions, or negligence in the supervision of your animal; including without limitation, injuries caused by the animal, bites and diseases caused or carried by the animal.

You are required to immediately pick up and properly dispose of all animal waste. Allowing an animal to relieve itself on a balcony or patio is strictly prohibited.

If the Community currently participates in a Dog Identification Program, or implements this program in the future, you agree to register your dog's DNA with the Community's leasing office prior to moving in, within ten days of acquiring a dog or within thirty days of the inception of a

new program. And, you agree to pay any costs associated with registering your dog's DNA, where applicable. A DNA sample will be obtained by swabbing the inside of the dog's cheek. The sample will then be submitted to a lab for analysis and the resulting DNA profile will be registered with the DNA Registry. All un-scooped waste found on the Community grounds will be analyzed for DNA and, once the dog is identified, the owner of the dog will be charged for all costs related to clean-up and testing.

You understand and acknowledge that you may be required to permanently remove your animal from the Premises if you do not comply with your responsibilities listed in this Agreement, including, but not limited to, failing to register your dog's DNA. Any continued non-compliance with the requirements of this Agreement will be deemed a material default under the terms of the Lease and we will exercise all rights and remedies at law or in equity, consistent with the provisions of the Default Remedies paragraph in the Lease.

Resident Handbook and Community Policies

My.EquityApartments.com

Table of Contents

Your Management Team	1
Your Community	2
Your Apartment	5
Appliances	11
Moving Out	12
Index	13

Welcome to Your Equity Residential Community!

Your Management Team

We Are Here to Serve

There's a lot to be said for apartment living. Nothing else comes close to the convenience and the lifestyle. Our management and facilities team members are here to serve you. If you have a request for service or need information, please call, email or visit us. Regular office hours are posted at the office. Should a serious maintenance problem arise when the office is closed, our answering service and/or voice mail system will take your message and direct you to the appropriate contact. You can also submit maintenance requests via our resident website, My.EquityApartments.com.

Changes to this Handbook

These policies may be modified from time to time. Unless local law provides otherwise, violations of these policies will constitute a breach of your lease. If there is a conflict between these policies and the lease, the lease will govern.

Your Community

Common Areas

We work hard every day to make your community a pleasant place to live. You can help by keeping your balcony, patio and breezeway tidy and free of clutter. Be sure not to obstruct any common areas, including lobbies, hallways and stairwells. Collect all of your personal belongings when you leave the pool or other common areas. Please refrain from littering in the common areas of the community.

You must obtain approval prior to making any changes to the exterior appearance of your apartment home. The installation of any appliance, antenna, or other equipment is prohibited. You may install a satellite dish, subject to our approval, applicable law and community policies, including those policies set forth in this Resident Handbook.

Please contact the office if any light bulbs in your hallway or any exterior light bulbs need replacing.

Community Considerations

When you live in an apartment it is important to be considerate of your neighbors. One of the easiest things you can do to help avoid disturbing your neighbors is to keep your stereo and television volume low. You are responsible for the behavior of all of your occupants and guests. If you have friends over, please avoid loud voices and noise – day or night. You agree not to interfere with the quiet enjoyment of other residents by allowing loud noises or sounds to emanate from your apartment.

Smoking

Many of our communities have been designated as being smoke-free. We will comply with local smoking laws, as such laws relate to the common areas of the community. If smoking is allowed in your apartment home, we ask that you be considerate of your neighbors and refrain from allowing the level of smoke coming from your apartment to become bothersome to others. Please refrain from smoking in the lobbies, hallways, elevators and stairwells and do not dispose of cigarette butts in common areas, including areas with mulch. If your community restricts smoking in your apartment or other areas of the community, e-cigarettes, including vaporizers, are also restricted.

Elevators

If your building has elevators, do not use the elevators in the event of a power outage, fire or other emergency. If you must evacuate the building because of an emergency, refer to your evacuation plan and use the appropriate emergency exits. Please refrain from holding elevator doors open for prolonged periods as this may damage the elevator.

Concierges

If you live in a high-rise building, you may have a concierge on duty. Concierge personnel are required to announce your guests prior to each visit, even if the guest is familiar to them. Our management personnel are not permitted to allow any of your guests into the building on an ongoing basis, nor will they be permitted to release your apartment number or telephone number to your guests. The concierge is there to assist you; however, the concierge may need to refer your maintenance issues and other complaints to other qualified personnel.

Flyer Distribution/Solicitation

Except in areas designated for such purpose, you are not allowed to post or distribute flyers, notices or any type of advertising on or under doors, in common areas, on cars or anywhere else in the building or throughout the community. Any such display must comply with local laws. Door to door solicitation is strictly prohibited.

Parking/Traffic Control

If your community offers parking, you are allowed to use the number of parking space(s) identified on your Move-in/Move-out Inspection Form. If we do not assign you a parking space, parking at the community is on a first come basis.

To better accommodate our residents, we have implemented rules concerning parking. Register your vehicle with the office. If you get a new vehicle, please let us know. Keep your vehicle registered, licensed and in good operating condition. You may not use any parking space for recreational vehicles, boats, storage pods, trailers or similar non-passenger vehicles unless we have a designated parking area for such vehicles.

Initials: Lessor DB Govt RP

Whether your parking space is on a first come basis, or you have an assigned garage or parking space, it may only be used for parking a passenger vehicle. You may not use any parking space for storage of any kind. Vehicles, including motorcycles, are not allowed to be parked on the grass, in front of dumpsters, or in any other area not appropriately marked for vehicle parking. No one is allowed to park in a marked handicap space unless the legally required handicap insignia is displayed in the vehicle. Vehicles must be parked "head in" only and show current license plates, state inspection stickers, and registration, as well as the parking sticker, if any, provided by us. You may not use any parking space to park a vehicle that is inoperable, leaks fluid onto the pavement, is unsightly, is a safety hazard, or has an expired license plate or vehicle inspection sticker. You may not use any parking space to wash or repair vehicles, to change oil in vehicles or for any purpose other than parking. Please check with the office if you wish to perform minor repairs on your vehicle at the community. You agree that your use of any parking space will be at your own risk. If you violate any of these parking policies, your car may be towed without notice and at your own expense. The Landlord is not responsible for any damage caused to your vehicle.

Only electric vehicles are permitted to park in spaces with electric charging stations.

You must also obey all traffic signs and traffic control devices throughout the community and in any parking facility. Please consult the office for any special parking or traffic regulations.

Recreational Vehicles/Remote-Controlled Devices

~~Unless otherwise permitted (via signage) in designated areas of the community, the use of any unauthorized recreational vehicle or remote-controlled device is strictly prohibited. Examples include, but are not limited to, ATVs, bicycles, skateboards, roller blades, scooters, skis, drones, etc.~~

Pets/Animals

No animals are permitted at the premises at any time without our specific written permission and payment of all the applicable pet fees and deposits. Your community may have a policy that is more restrictive than the policy described below, including a "No Pet" policy.

If your community allows pets, you must abide by the community's pet policies. Please check with the office to see which pets are allowed and which are prohibited, as well as to find out about any additional deposits, fees, and other charges that may be associated with the privilege of having a pet in your community. We may, at our discretion, deny any animal if we believe it to be a threat to others. Pit Bulls, Rottweilers, Cane Corsos, or any dogs that are cross breeds of or are related to such breeds are not permitted, unless prohibited by law. For purposes of example only, some of the breeds that are related to Pit Bulls or Rottweilers (and therefore are prohibited) include American Staffordshire Terriers, Staffordshire Bull Terriers, Bull Terriers and American Bulldogs. English Bulldogs are not a prohibited breed under our company policy. At our discretion, you may be required to have a licensed veterinarian verify your pet/animal's weight and breed. We may also request a photograph of your pet/animal for your resident file. Other prohibited pets include monkeys, snakes, ferrets, rabbits, pot belly pigs, and miniature horses.

If you or an occupant has a disability that requires the assistance of an animal, please contact the leasing office.

All pets and assistance animals must have required licenses, and tags and all inoculations must be current. If you decide to acquire a pet or need an assistance animal after your move in, contact us beforehand to make arrangements, pay the required fees, if any, and sign the appropriate lease documentation.

Your pet/assistance animal must be on a leash and under your control at all times when walking through the lobby of the building and throughout all other common areas in the building and in the community, including hallways, elevators and parking areas. Never leave your animal on the balcony or patio unsupervised or while you are away. You are responsible for any damage and injury your animal may cause. If, at any time, we believe your animal is annoying, bothersome, a nuisance, or a threat to any person or animal, we may require you to remove it from the community.

You are responsible for immediately picking up and disposing of all animal waste. Allowing an animal to relieve itself on a balcony or patio is strictly prohibited. Please comply with any local Sanitation and Health Department ordinance that prohibits pets in the pool area.

You are responsible for all costs we incur to repair damage, remove odors or treat for pests such as fleas and ticks.

If fish tanks are allowed at your community, they cannot exceed 40 gallons and they must be properly supported.

The policy described herein also applies to pets/assistance animals belonging to occupants and guests who may be visiting the community or staying with you, even on a short-term or temporary basis.

Laundry Facilities

To ensure the washers and dryers are working when you need them, please follow the posted operating instructions carefully and treat the machines with care. If any of the laundry machines are not working properly, please let us know immediately, so that we can call for service.

Do not put plastic items in the dryer, always clean the lint screen before every use, and refrain from overloading the washing machine or dryer. Do not leave your clothes unattended as we are not responsible for loss or damage to personal items and clothing.

Recreational Facilities

We want you to enjoy our recreational facilities. Only you, your occupants and guests are allowed to use the recreational facilities. You agree that you, your occupants and guests will abide by all rules and regulations for the use of the recreational facilities and that you will avoid conduct that we deem inappropriate or disruptive. You, your occupants and guests assume all health risks and all risks of personal injury, death, property loss or other damages that may result from the use of the recreational facilities and release us from liability for injury or loss. Because we need to consider the enjoyment of all our residents, we reserve the right to deny the privilege of use to anyone for violation of any rules or policies applicable to the recreational facilities. It may also be necessary to occasionally close facilities for maintenance.

Swimming Pool

Swimming pools are for use by residents and their guests only. Please limit your guests to no more than two at a time and accompany them to the pool. Please understand if we ask unaccompanied guests to leave. All minors under the age of 14 who are in the pool area must be accompanied by an adult or a person with a lifesaving certification. Lifeguards may not be available at all times. If a lifeguard is on duty, all bathers must comply with the lifeguard's instructions and rules. People with infectious diseases, inflamed eyes, a cold, nasal or ear infections, open sores or bandages of any kind are not permitted in the pool. Glass containers are not allowed in the pool area. Please help keep the pool area clean. Proper pool attire, such as bathing suits and swim trunks, is required. Bathing suits and swim trunks must be appropriate. Children who are not yet toilet trained must wear special swim diapers. Additional pool policies and hours are posted by the pool. For safety reasons, do not swim alone.

Trash Removal/Recycling

Trash dumpsters are conveniently located around the community. If you live in a high-rise building, trash chutes are located throughout your building. If a dumpster or chute is full, please use another. Place all trash in the dumpster or chute, not on top of it or around it. Use of the dumpsters or chutes for anything other than normal household waste is prohibited. Combustible items present a fire hazard and should be disposed of according to instructions located on product packaging. Mattresses, furniture and other large items should not be placed in the dumpsters or chutes. Contact the office for assistance in disposing of any large items.

Do not store trash on your porch, balcony or in the hallway unless it is in an approved container provided by the community and is serviced regularly by the community or a third-party vendor.

We are committed to sustainability and green practices. If recycling receptacles are provided at your community, we strongly encourage you to use them. At some communities, you may be required by local

laws to recycle certain items. We reserve the right to pass through any fines or other costs associated with your failure to comply with such requirements.

Package Delivery

Not all communities accept packages on behalf of residents. Some communities have "self-service" package rooms or use a third-party vendor to provide package delivery/notification services and many communities impose restrictions on the size, weight or other characteristics of the packages they will accept. If your community accepts packages for residents, you authorize us to accept packages on your behalf. Once the delivery company has notified you that it has delivered a package for you to the office, you, or someone else named on your lease, must pick up the package within two business days. If the package is not picked up within this time period, we reserve the right to charge you a reasonable storage fee or to return the package to the sender. Please note that you may be asked to confirm your identity when picking up packages. You assume all risks associated with authorizing us to accept packages on your behalf. Whether we accept packages on your behalf, rely on a third-party vendor, or provide self-service package rooms, you agree that we are not responsible for lost, misplaced, stolen or damaged packages.

Employee Requests

Our management team is here to make your apartment living an enjoyable experience. However, staff members are prohibited from performing errands or personal business on your behalf.

Courtesy Patrol/Access Gates

We may, from time to time, provide courtesy patrol services at your community and/or your community may have limited access gates. If we do have courtesy patrols or access gates, such measures should not be interpreted as providing additional security or protection from criminal activities. Courtesy patrol officers primarily assist the community in handling after-hours resident issues, locking up the community's facilities, and monitoring parking lots to ensure compliance with parking rules and regulations. Access gates primarily function as a control on traffic flow through the community. Please remember that gates are mechanical devices that can malfunction.

Criminal Activities

As a reminder, always keep your doors and windows locked and be aware of your surroundings, especially at night. As you can appreciate, no one can ensure your personal safety. However, by being alert and taking sensible precautions, you can minimize the likelihood that a criminal act will occur. If you have been the victim of a crime, suspect a crime is occurring on the property, or notice anything unusual or suspicious, please contact law enforcement authorities immediately. Once you have notified law enforcement personnel, be sure to also notify the office.

Vehicle Theft and Vandalism Precautions

Please consider these simple tips to help prevent vandalism or theft when parking your vehicle. Always lock your vehicle. Never leave the keys in an unattended vehicle and do not hide a set of keys inside or outside of your vehicle. Do not leave valuables in plain sight. Do not keep your vehicle registration and title documentation inside the vehicle. Do not affix your name and address to your keys. If your vehicle is vandalized or broken into, please contact law enforcement personnel. Once you have notified law enforcement personnel, be sure to also notify the office.

Your Apartment

Apartment Access

If you wish us to allow service or delivery people into your apartment when you are away, you must give us written permission in advance. Keep in mind that members of our staff are not available to accompany your invitees to your apartment.

Alarm Systems

Your Premises may be equipped with an alarm system. Some alarm systems have audible alarms only and some are monitored by an alarm system company. Please check with your community team to find out what type of alarm system you may have. Activation monitoring and permit fees may apply.

Keys, Access Cards, Remotes, and Locks

We supply each resident with an apartment key and a mailbox key. We may also provide remotes and other access devices. Extra keys or replacements can be provided for you at a minimal cost. You are not allowed to change your locks or install a security system without our permission.

All keys and other access devices must be returned to the office when you vacate your apartment. Please notify the office immediately if any key, access card or remote is lost, damaged or stolen. Please keep all doors, windows, and other openings, such as sliding glass doors, locked at all times. If you happen to find yourself on the wrong side of your locked door, you may call the office for help. Depending on the after-hour services provided at your community, you may need to call a locksmith, at your expense. If your community offers after-hours lock-out service, there may be a charge to you for this service.

While You Are Away

We recommend some simple tips before leaving on a trip or vacation. Uncollected newspapers and an overflowing mailbox may indicate that you are absent. It is a good idea to cancel your newspaper delivery and request your local post office to hold your mail while you are away. If you use social media to communicate with others, be cautious about advertising your absence from home. Dispose of your garbage and unwrapped food in your cupboards. Close and lock all windows and doors. Ensure your coffee maker, toaster, and other countertop appliances are unplugged or off.

To avoid frozen pipes while you are away in the winter, please set your thermostat to at least 50 degrees Fahrenheit. If a rent payment is due while you are away, please make arrangements to ensure timely payment. As a reminder, you can sign up for automatic recurring rent payments and you can also make payments via our resident website, My.EquityApartments.com.

Fire Prevention

We urge you to make a regular inspection of your apartment for potential fire hazards. Please take the following precautions to help eliminate fire hazards. Immediately replace worn or frayed cords, plugs or wiring (or have them repaired by a qualified electrician).

Rearrange lights and other fixtures or appliances to minimize use of extension cords and avoid overloading outlets with too many appliances or plugs. Do not smoke in bed and do not empty ashtrays into wastebaskets. Never leave burning candles unattended. Do not leave food cooking on the stove or in the oven unattended. Never throw water on a grease fire; rather, pour baking soda or salt into the pan to extinguish the fire. Do not store any combustible goods or materials that could increase the risk of fire or damage in your apartment or in any storage space. If your apartment has a wood burning fireplace, please refrain from overloading the fireplace with too much wood. Do not use the fireplace as an incinerator to burn paper or other items not intended for burning in a fireplace.

In case of a fire, call 911 first, and then, once you are safe, call the office.

Please note the location of fire extinguishers around your community. Your apartment may be equipped with one or more smoke detectors and/or carbon monoxide detectors. You should test each smoke detector and/or carbon monoxide detector on a monthly basis and immediately replace dead or low batteries. Please call the office immediately to report smoke detector and/or carbon monoxide detector malfunctions or deficiencies. Neither you nor anyone else is allowed to remove, tamper with or disable any smoke detectors or carbon monoxide detectors in your apartment.

If your building or apartment is equipped with automatic sprinklers, please refrain from hanging items from the pipes or sprinkler heads, as this can damage the sprinkler system and cause flooding. You are responsible for any damage caused by tampering with or hanging items from any such sprinkler system.

Residents with Disabilities

We are firmly committed to the principles of Fair Housing and the needs of residents who are disabled. If you or any occupant in the apartment, as a result of such disability, require an accommodation to our rules, policies, practices or services, or a physical modification to the apartment, the common areas in the building, or on the community grounds, please contact the leasing office for assistance.

Privacy Policy

We understand that your personal privacy is very important to you. In the course of your residency with us, we may collect Personal Information from you. We will take reasonable measures to maintain your Personal Information in a secure location and will limit access to Personal Information to only those who have a business reason for having such access. We do not sell your Personal Information.

Insurance

~~With some exceptions, all residents are required to maintain at least \$100,000 in personal liability insurance. More details concerning this requirement are set forth in your lease. In addition, it is strongly recommended that you obtain renter's insurance to cover the contents in your apartment, garage or storage space.~~

Roommates

~~Unless local law provides otherwise, everyone who lives in your apartment must be named on your lease. Check with the office if you wish to acquire a roommate after moving in. Only those persons listed in the lease may reside in the apartment.~~

Walls

Other than hanging pictures, you may not decorate, install any fixtures, major appliances, devices, or signs, or make alterations or other additions to your apartment without our permission. Any decorations, alterations, additions or fixtures that you make will be made at your expense in accordance with our standards and specifications. Unless we agree otherwise, they will remain a part of the apartment after you move out. Any decorations, alterations, additions or fixtures that are made without our permission will be removed at your expense. You will not, without our permission, install or use any electrical equipment that will overload the existing wiring installations in your apartment or building or interfere with the use of electrical equipment wiring facilities by other residents.

Please do not use sticker-type hangers, as the adhesive is difficult to remove from the wall. We prefer you use slanting nail type hangers. If you have questions about items that are heavy or difficult to hang, please call the office. Mirror tiles, contact paper, wallpaper and other wall coverings with adhesive backing are not permitted. You are responsible for all holes and other damage caused to the walls of your apartment during the term of your occupancy.

Windows

Your apartment may have drapes, miniblinds, and/or vertical blinds. Please be sure the louvers are in the open position when opening or closing the blinds to prevent damage. Please also ensure that there are no continuous loop pull cords on any mini-blinds or vertical blinds and do not tie any such cords together.

Loops pose a safety hazard to small children. If any of your pull cords are looped together, please contact the office.

If you wish to install your own window coverings, you must first obtain our written permission and return the property's window coverings in the manner specified by the management staff. All drapes, shades and other window coverings must have a white backing. This provides a standard appearance from the outside. Except as otherwise permitted by law, signs in windows are not permitted.

Floors

Care and maintenance of your carpet is your responsibility. The carpet should be vacuumed frequently. If you have spots on your carpet, call the office first before attempting to remove them and we will suggest the best method. Tile floors should be cleaned with mild soap and water.

If your apartment has hardwood or tile floors, you must provide area rugs or carpeting for at least 75% of the floor area of the apartment, excluding kitchens, baths and closets. Any wall-to-wall carpeting or area rugs that are affixed to the floor may only be installed with the use of adhesive strips or a method that will not mar or deface the floor. You are responsible for any damage to the floor caused by your installation of area rugs or carpeting.

Cabinets, Doors and Woodwork

Cabinets and woodwork should be cleaned with mild soap and warm water. Paneled accent walls, if any,

should be cleaned and polished using products specifically formulated for use on paneling.

Lights

All lighting fixtures are in good working order when you move in. It is your responsibility to replace light bulbs as needed.

Balconies, Patios, Hallways, Breezeways, and Stairways

Please keep all balconies, patios, hallways, breezeways, and stairways free of items such as furniture not intended for outdoor use, mops, rugs, and towels. Do not hang flags or other items from balconies or windows. Installation of free-standing screens and awnings on balconies or patios is not permitted. At our discretion, we reserve the right to require you to remove any items from your patio/balcony or any common area such as the hallways, breezeways, stairways, etc.

Fire regulations require that hallways, breezeways, and stairways be kept clear at all times. Do not use these areas for storage. Keep bikes, strollers, and other personal property, out of these areas.

If you wish to cook outdoors, please do so only in the specified areas of your community. Outdoor fireplaces, heaters, firepots, fire rings, and other similar devices are not allowed on patios, porches, balconies or other areas within the premises. Barbecue grills may also be prohibited. Please contact the office prior to installing or using a grill other than those provided by the community.

Balconies are designed to accommodate no more than a few people and small outdoor furniture. Please ensure that you do not over-crowd your balcony with too many people and/or items. Do not hang, shake, or dispose of any articles, including trash or cigarette butts, from the windows, doors, porches, or balconies. Do not place anything on exterior window sills or balcony railings.

Storage Areas

You may be provided with additional storage space with your apartment. Do not place any items considered to be hazardous, toxic or harmful or that may increase the risk of fire or damage to the apartment building or community in your storage space. You are responsible for obtaining a lock for your storage space, if necessary. You agree that your use of any storage space will be at your own risk.

Please note that only spaces designated by the community as storage areas are to be used for storage. Areas such as hot water heater closets, furnace closets, garages, etc., are not designated storage spaces and therefore should not be used for any type of storage.

Satellite Dishes

You may install a satellite dish for your apartment only within your exclusive use area, in an allowable manner, subject to applicable law and community policies, including those set forth in the Resident Handbook. If you wish to install a satellite dish, you must comply with the following rules and restrictions:

The satellite dish may not exceed one meter (approximately 3.3 feet) in diameter. The dish may only be placed on your patio, balcony or inside your apartment, and may not, under any circumstances, be installed on, or affixed, attached or clamped to any exterior building walls or roofs, or any windows, patio or balcony railings or posts. In addition, a dish that is placed on a balcony or inside the apartment may not protrude outside a window or over a railing, even on a temporary basis. Dishes may not be placed in or protrude into any common area of the community. Drilled holes of any kind are not permitted on exterior walls, window frames or balcony railings without our prior written consent. Ways to feed the wire into the apartment from outside without drilling holes include a flat cable under a doorjamb or windowsill, or a magnetic or suction device attached to a window. Splicing of existing wires (including cable, electrical, telephone or other utility wires) and tampering with or tapping into existing cable, electrical, telephone or other utility systems are not permitted under any circumstances.

Your dish signal may not interfere in any way with any cable or other utility or communications systems located at the community or in your apartment. If it does, we reserve the right to require that the dish be removed. We also reserve the right to require that the dish be removed so long as we comply with Section 207 of the Telecommunications Act of 1996 and its related rules, regulations and interpretations regarding a central antenna for the community. We reserve the right to inspect the installation upon completion and at any time in the future, and the right to require modifications to your installation.

Notwithstanding the foregoing, you are solely responsible for ensuring that the dish is properly and safely installed in compliance with all applicable laws. You are also responsible for the proper maintenance of the satellite dish, as well as its removal upon your move-out.

Pest Control

Please contact the office immediately if you experience any pest-related issues in your apartment home.

Bed Bugs

Bed bugs are becoming more prevalent across the country and we need to work together to keep them out of our community. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem, if it arises. Bed bugs travel from place to place in the seams and folds of luggage, overnight bags, folded clothes, bedding, furniture, and anywhere else they can hide. You certify that, to your knowledge at move-in, you did not bring bed bug infested items into your apartment. Also, please refrain from bringing furniture or other items that may be infested with bed bugs into your home.

Bed bugs are small, flat, parasitic insects that feed on the blood of people and animals. A newly hatched bedbug is semi-transparent, light tan in color and about the size of a poppy seed. Adult bed bugs are reddish-brown in color, wingless, about the size of an apple seed, and can live several months without eating. Bed bugs are usually found near the areas where people sleep. They can be found in mattress and box springs seams and tufts, sheets, pillowcases, headboards, dresser tables, upholstered furniture, baseboards, stuffed toys or any other clutter or objects around a bed.

Bed bug infestation can be controlled with pest control management. Notify us immediately if you believe you have bed bugs. Once you report an infestation, we will schedule a pest control professional to inspect your apartment and confirm that bed bugs are present. It is extremely important that you provide us access to the apartment so that we can promptly address the issue. If a bed bug infestation is confirmed, we will provide you with instructions about preparing your apartment and belongings for the pest control application. Failure to follow these instructions may result in ineffective treatment. In some cases, multiple treatments will be required.

Please note that you may be held responsible for pest control expenses incurred to address a bed bug infestation in your apartment or any surrounding apartments if you: (1) fail to notify us immediately of your discovery of the bed bugs; (2) are found to be responsible for the introduction of bed bugs to your apartment and the community; (3) obstruct or inhibit our prompt access to the apartment to inspect and treat the infestation; and (4) fail to fully comply with the pest control preparation and treatment instructions. Your failure to follow instructions or to allow us access to your apartment hinders our ability to effectively treat your apartment for bed bugs. If you fail to cooperate with us in addressing these issues, we may take action to recover possession of your apartment via the eviction process or otherwise. Repeated occurrences of bed bug infestation in your apartment may be considered a default under your lease.

Water Beds

Subject to local laws in your area, if you wish to have a waterbed or other water filled furniture in your apartment, you must first obtain written permission from us and provide proof of insurance.

Countertops

Please wipe up spills on your countertops promptly to avoid stains and use hot pads to protect kitchen counter surfaces. Do not cut items directly on your countertop with a sharp knife or other utensil.

Countertops, sinks, vanities, toilet bowls, bathtubs and bathtub enclosure walls should be cleaned using a liquid or spray cleaner. Abrasive powder cleaners can scratch and otherwise damage the surfaces and should be avoided.

Avoid using harsh chemicals, especially acidic or alkaline products, on marble, granite or natural stone countertops, as they can cause damage to polished stones. Granite and natural stone countertops should be cleaned using only warm, soapy water.

If you have granite or natural stone countertops, they have been sealed prior to your move-in. It is recommended that such countertops be sealed regularly to avoid staining. Our facilities team will be contacting you from time to time during your tenancy to schedule re-sealing.

Plumbing

If your water is not hot, please report it to the office immediately. Likewise, if any of your pipes or faucets begin to leak or if your toilet tank is continually running, call us and we will repair it. If the caulked areas around your bathtub and tiles become cracked, broken, or chipped, please contact the office to schedule service.

Paper towels, disposable diapers, sanitary napkins, tampons, moist towelettes (even if advertised as flushable) and other similar items should never be flushed, as they inhibit normal drainage and cause damage to the sewer system. Should your toilet overflow, immediately turn off the water supply to the tank by turning the handle located under the tank clockwise. If the water supply cannot be turned off, lift the cover off the tank, reach inside, and push the flapper firmly into the hole in the bottom of the tank. Contact the office for service immediately.

In cold weather, you must provide appropriate climate control and take measures to avoid freezing pipes in your apartment. If you control the climate in your apartment, please maintain a temperature of at least 50 degrees Fahrenheit at all times. During freezing weather (i.e., when the outdoor temperature falls below 32 degrees Fahrenheit), you should keep sink cabinet doors open and leave hot and cold water faucets dripping when requested by the management office. You must immediately report any evidence of a water leak or excessive moisture in your apartment, any storage room, garage or other common area, and any failure or malfunction in the heating system on the premises to the office.

Thermostat Controls

Most apartments are controlled by an individual central thermostat. To assure comfort and conserve energy, set the thermostat at one temperature and leave it there.

To keep your air conditioning and heating equipment working at peak performance, follow these simple guidelines. Keep air conditioner filters clean. We will replace or clean your filters as required. Do not obstruct or place any personal property in front of any air conditioning or heating equipment or vents. This could impair circulation and prevent proper venting of exhaust, which could result in higher electric bills, constitute a safety hazard, and cause permanent damage to the premises.

In communities with air conditioning

In hot weather, set the selector switch to COOL and set the fan switch to AUTO. Set the controls between 74 and 78 degrees Fahrenheit to provide maximum cooling. Setting them lower will not cool your apartment any faster. Your air conditioner functions most efficiently when all doors and windows are closed. We recommend keeping your window coverings closed during the day to keep your apartment cooler.

For all communities

When it becomes cold outside, set the selector switch on your thermostat to HEAT and set the fan switch to AUTO. Set the controls between 68 and 74 degrees Fahrenheit to provide maximum heating. Setting them higher will not heat your apartment any quicker. In the winter, open your window coverings during the day to allow the sun to warm your apartment and help reduce the power load. Do not switch your thermostat directly from COOL to HEAT or from HEAT to COOL. This could cause permanent damage to your unit. Turn it to the OFF position first.

Mold and Mildew Prevention

It is our goal to maintain the highest quality living environment for our residents. To help achieve this goal, it is important to work together to minimize mold and mildew build-up in your apartment. You can help by taking the following actions. Open windows frequently to allow air and sunlight in when the weather is dry. It may help to run the fan on your furnace to circulate fresh air throughout your apartment during these times. Move large objects just a few inches away from the inside of exterior walls to provide good air circulation.

In damp or rainy weather conditions, keep windows and doors closed. Please maintain a temperature

between 50 and 80 degrees Fahrenheit within your apartment at all times.

Clean and dust your apartment on a regular basis. Regular vacuuming, mopping and use of environmentally safe household cleaners are important to remove household dirt and debris that mold feeds on. Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfecting cleaner.

On a regular basis, wipe down areas where moisture sometimes accumulates, like countertops, windows and windowsills. Use the pre-installed bathroom fan when bathing or showering and allow the fan to run until all excess moisture has vented from the bathroom. Use the exhaust fans in your kitchen when cooking or while the dishwasher is running; and, allow the fan to run until all excess moisture has vented from the kitchen. Limit houseplants to a reasonable number to keep the moisture level in your apartment at a minimum. If you have a clothes dryer, ensure that the vent is properly connected and be sure to clean the lint screen before every use. When washing clothes in warm or hot water, watch to make sure condensation does not build up within the washer and dryer closet; if condensation does accumulate, dry with a fan or lower.

If you live in a humid climate, the use of a personal dehumidifier will help regulate humidity levels in your apartment and create a more comfortable environment.

Thoroughly dry any spills on carpeting. Do not overfill closets or storage areas. Do not allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period of time.

Immediately report any evidence of a water leak or excessive moisture in your apartment, storage room, garage, or any common area to the office. Immediately report any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area or any area of mold or mildew that reappears despite regular cleaning. Also immediately report any failure or malfunction with your heating, ventilation or air-conditioning system. Do not block or cover any of the heating, ventilation or air-conditioning ducts in your apartment. Immediately report any inoperable windows or doors and any musty odors in your apartment. You are responsible for damage to the premises and your property as well as damage, loss or injury to you, your occupants and guests resulting from your failure to comply with the terms of this paragraph.

Appliances

Never leave appliances unattended that are in use. If any of the appliances in your apartment stop working, we will fix them for you. However, before you call the office, check the electrical cord to ensure it is firmly plugged into the outlet and then check the circuit breaker to see if it is tripped. If these appear in order, submit a service request.

The Disposal

A garbage disposal is a convenient appliance if used properly. Do not overload it. The safety overload on the motor will engage if the disposal is overloaded and it will turn off the disposal. To reset the safety overload, wait three or four minutes for the motor to cool. Then, push the button on the bottom of the garbage disposal unit.

Keep your hands and any other objects out of the disposal when it is running. For best operation, follow these steps: Push, but do not stuff food refuse through the splash guard into the disposal. A mixed load of hard and soft waste works best. Turn cold water on to full flow. Flip starting switch "on." Allow disposal to operate until grinding sound diminishes and becomes a humming sound. Turn switch off and run cold water for a few moments longer.

Do not discard the following items in your disposal: metal, string, coffee grounds, olive or fruit pits, plastic, grease, paper, cigarettes, bones, banana peels, oyster or clam shells, dish rags, celery, corn husks, or other nonfood items. If a spoon, bottle cap or other item becomes lodged in the disposal, make sure the disposal is turned off before you attempt to retrieve the object.

The disposal is self-cleaning. Do not use caustic drain cleaners at any time. A lemon or orange rind or baking soda will keep the disposal odor-free.

The Oven and the Range

Initials: Lessor



Gov't



Your range is equipped with separate controls for the oven, broiler and each of the top burners. If you have never used an electric or gas range before, please let us know. We will be happy to instruct you on its proper use.

Clean the top burner drip pans with mild soap and water, appliance or glass cleaner on a regular basis, or line them with aluminum foil. If you use aluminum foil, be sure the foil does not touch the heating element. If your burner drip pans become spotted with grease or burned-on food, use a scouring pad to clean them. If they are in need of a more thorough cleaning, drip pans can be lifted out of the range by raising the burner.

Clean your oven regularly. A dirty oven and broiler area greatly reduce the efficiency of your oven and could result in improperly cooked foods. Using the broiler tray will greatly reduce the cleaning and maintenance needed in the oven.

Use a good oven cleaner and follow directions. Wear rubber gloves and make sure the cleaner does not come in contact with your skin, the floor, countertop or any other surface. Never use any sharp instruments to clean the oven. If aluminum foil is used on the floor of your oven under the baking unit, be sure the foil does not touch the heating unit or receptacle. If you have a self-cleaning oven, follow the cleaning instructions enclosed with the range.

Remove hood filters regularly and clean them in hot soapy water. Clean the outside with a non-abrasive appliance or glass cleaner.

The Refrigerator

The temperature control dial may be set at whatever position best suits your needs. If your refrigerator is not frost-free, please consult the office for defrosting instructions.

Clean the outside of your refrigerator with appliance or glass cleaner. Abrasive cleaning powders and metal sponges should be avoided. Wipe down the shelves and interior surfaces using mild soap and water or a solution of 1 tablespoon baking soda to 4 quarts water. Regular cleaning and a fresh, open box of baking soda placed on a shelf and changed monthly will keep your refrigerator odor-free.

The Dishwasher

Food particles left on dishes will jam the dishwasher. Please scrape and rinse every dish under running water before loading it in the dishwasher. Do not crowd dishes, cups and glasses, or silverware so the water can freely circulate. For maximum efficiency, avoid covering the center hole in the drawer rack. Use only dishwasher detergent products. Do not use regular dish soap or laundry detergents, as they will cause the dishwasher to overflow.

You can save power and reduce your electric bill by waiting to run your dishwasher until you have a full load. However, do not leave dirty dishes in the dishwasher for a long period of time.

In-Apartment Washers and Dryers

Check and clean the lint trap on your dryer before each use. Do not dry plastic items. Do not store anything on top of or near the dryer or obstruct dryer vents. Inspect your washer and dryer hoses and vents on a regular basis and report any maintenance issues to management. When using your washer or dryer, follow manufacturer's requirements on load limitations. Never, under any circumstances, loosen any water connection to the washing machine box without our prior permission. You are responsible for any damage, including, without limitation, flooding, caused by tampering with any water connection.

Moving Out

When it's time for you to move out, we have a few simple requirements:

You must fulfill all the terms and conditions of your lease and leave owing no money to the community.

~~You must give us formal written notice, within the timeframe stated in your lease, of your intention to move out. You must vacate and remove all of your property and return all keys, access cards, and remotes to us on or before your scheduled move-out date.~~

Initials: Lessor DB Gov't RP

You must provide us with a valid forwarding address.

If you would like to be present for a move-out inspection of your apartment, please contact the office prior to your scheduled move-out date. The move-out inspection form available at your community should be completed and signed by both you and our designated staff member. If no prior arrangements are made for you to be present, we will conduct an inspection of your vacant apartment after you move out.

As required by your lease, you must leave your apartment in the same clean, undamaged and ready-to-rent condition as when you moved in, taking ordinary wear and tear into account. By way of example, ordinary wear and tear would include such things as traffic wear across the carpet, but not cigarette burns or stains. ~~In order to not be charged for cleaning carpets in your apartment after you move out, you must have the carpets professionally cleaned and you may be required to provide us with a receipt for the cleaning.~~

When you vacate your apartment, any personal property left in your apartment will be considered abandoned and may be disposed of, without liability to us, subject to applicable laws.

If we incur costs for cleaning and/or repairing your apartment or for removing trash or other items left behind after you move out, we will pass those costs through to you.

If you have added additional telecommunication line(s) in your apartment or you have otherwise changed the service, you will be responsible for all fees to return the service in the apartment to its status at the time you moved in.

For Emergencies, Call 911

Index

Access Cards 5	Disposal 11	Parking 2
Access Gates 5	Doors 7	Patios 7
Air Conditioning 10	Elevators 2	Pest Control 8
Alarm Systems 5	Employee Requests 5	Pets/Animals 3
Apartment Access 5	Fire Prevention 6	Plumbing 9
Appliances 11	Floors 7	Privacy Policy 6
Balconies 7	Flyer Distribution 2	Recreational Facilities 4
Bed Bugs 8	Hallways 7	Recreational Vehicles 3
Breezeways 7	Insurance 6	Refrigerator 12
Cabinets 7	Keys 5	Remotes 5
Common Areas 2	Laundry Facilities 4	Remote Controlled Devices 3
Community Considerations 2	Lights 7	Residents with Disabilities 6
Concierges 2	Locks 5	Roommates 6
Countertops 9	Mold and Mildew 10	Satellite Dishes 8
Courtesy Patrol 5	Moving Out 12	Smoking 2
Criminal Activities 5	Oven and Range 11	Solicitation 2
Dishwasher 12	Package Delivery 4	Stairways 7

Storage Areas 8
Swimming Pool 4
Thermostat Controls 10
Traffic Control 2
Trash Removal 4

Vehicle Theft and Vandalism 5
Walls 7
Washers and Dryers 12
Water Beds 9
While You Are Away 5

Windows 7
Woodwork 7